

Caroline Wadzeck, Mayor Andy Conner, Mayor Pro-Tem Sherial L. Lawson, Councilwoman Alvin Burress, Councilman John Headrick, Councilman Donald McDaniel, Councilman

Agenda Council Regular Meeting 801 S Cleveland St Thursday, January 20, 2022 at 6:00 PM

- I. Call To Order
- II. Roll Call
- **III.** Invocation given by Pastor Howie Howeth with Journey Fellowship Church.
- IV. Pledge of Allegiance and Texas Pledge
- V. Citizen Comment Period
- VI. Presentations/Updates/Reports

# **City Manager Updates**

Oath of Office - Chief Derek Woods

Patrol Officer Joshua Fregia earns his Advanced Peace Officer Certificate.

Telecommunicator Crystal Piserelle earns her Master Telecommunicator Certificate.

# **Department Reports**

Library Monthly Report - December 2021

Animal Control Monthly Report - December 2021

Police Department Monthly Report - December 2021

EMS Monthly Report - December 2021

Planning Department Monthly Report - Dec 2021

Public Works Monthly Report - December 2021

Municipal Court Monthly Report - December 2021

# Mayor/Council/Staff Comments

VII. Consent Agenda

- VII.A Consider with possible action on Resolution No. R2022-3 approving a Road Use Agreement with Benson Development, LLC for the Brookstone Phase 1 for road improvements on E. Young and S. Colbert.
- VII.B Consider with possible action on Resolution No. R2022-4 appointing Dayton resident, Antoinette T Burns to serve on the Library Advisory Board.
- VII.C Consider with possible action on Ordinance No. O2022-2 authorizing the City to participate in regulatory proceedings with Entergy Texas, Inc. in 2022 and authorize the hiring of the Lawton Law Firm regarding same.
- VII.D Consider with possible action on Resolution R2022-5 approving the purchase of a pump from Pump Solutions Inc. for use at the Burger King Lift Station.
- VII.E Consider with possible action on the approval of the December 2021 Minutes.

# VIII. Action Items

- VIII.A Consider with possible action on a budget amendment to the Hotel/Motel Funds to assist the Dayton Ole Tyme Days Festival.
- VIII.B Consider with possible action on Resolution No. R2022-1 amending the Vacation Leave policy.
- VIII.C Consider and take possible action on Resolution No. R2022-2 naming signatories to the City's bank accounts at Prosperity Bank.
- VIII.D First reading of Resolution R2022-6 authorizing an award and disbursement of Dayton Community Development Corporation funds for an economic development project to pay for repairs to a Dayton Volunteer Fire Department ladder truck.
- VIII.E Consider with possible action on Resolution R2022-6 authorizing an award and disbursement of Dayton Community Development Corporation funds for an economic development project to pay for repairs to a Dayton Volunteer Fire Department ladder truck.
- VIII.F Consider with possible action on Resolution R2022-7 approving amendments to the City of Dayton's engineering design standards and details.
- VIII.G Consider with possible action on Ordinance No. O2022-3 regarding amendments to the Master Fee Schedule.
- VIII.H Consider with possible action on Resolution R2022-8 declaring equipment as surplus property and approving an agreement with Rene' Bates Auctioneers Inc. for the sale of said surplus equipment.
- VIII.I Consider with possible action Resolution No. R2022-9 hiring Kimley-Horn Engineering Firm for the American Rescue Plan Project.

# IX. Closed Executive Session

- Discussion with City Attorney regarding contemplated/pending litigation and regarding matters protected by the attorney/client privilege.
- IX.B Executive Session: Texas Government Code Section 551.074 (Personnel Matters)
  - Discussion regarding personnel matters.
- IX.C Executive Session: Texas Government Code Section 551.087 (Economic Development)
  - Discussion regarding possible economic development opportunities.

# X. Action Items II

- X.A Consider with possible action on Resolution No. R2022-10 approving an amendment to the City Manager's contract regarding the mechanism for deferred compensation.
- X.B Consider with possible action on Resolution No. R2022-11 approving an Administrative Services Agreement with MissionSquare Retirement.

# XI. Adjourn

Executive Session Disclosure Statement: The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

I hereby certify that the above shown notice was posted at Dayton Community Center, 801 S Cleveland Street, and Dayton City Hall 117 Cook Street, Dayton, Texas 77535 on or before January 17, 2022 by 6:00 pm.

Jennifer Billings, City Secretary



- TO: Caroline Wadzeck
- FROM: Jennifer Billings
- <u>RE:</u> Oath of Office Chief Derek Woods
- DATE: January 20, 2022

# COMMENTS:

N/A

# AVAILABLE FUNDING: N/A



FROM: Shane Burleigh

<u>RE:</u> Patrol Officer Joshua Fregia earns his Advanced Peace Officer Certificate.

DATE: January 20, 2022

# <u>COMMENTS:</u> Patrol Officer Joshua Fregia earns his Advanced Peace Officer Certificate.

<u>AVAILABLE FUNDING:</u> N/A



FROM: Shane Burleigh

<u>RE:</u> Telecommunicator Crystal Piserelle earns her Master Telecommunicator Certificate.

DATE: January 20, 2022

# COMMENTS:

Telecommunicator Crystal Piserelle earns her Master Telecommunicator Certificate. This is the highest level you can obtain in Dispatch.

<u>AVAILABLE FUNDING:</u> N/A



FROM:

<u>RE:</u> Library Monthly Report - December 2021

<u>DATE:</u> January 20, 2022

COMMENTS:

N/A

AVAILABLE FUNDING: N/A

ATTACHMENTS: Library Report 2021 - DEC21.pdf

LIBRARY REPORT DECEMBER 2021				
CIRCULATION:	DEC '21	NOV '21	DEC '20	YTD
REGULAR PRINT BOOKS	296	264	190	3698
CHILD, JUNIOR & TEEN BOOKS	552	382	329	8746
LARGE PRINT BOOKS	72	75	61	1108
LEASED BOOKS	55	60	57	962
PAPERBACK BOOKS	63	41	99	1093
CD AUDIOBOOKS	32	29	21	253
DVDS	93	113	63	1361
VIDEOS	0	0	0	0
SPANISH DVDS	0	0	0	0
MAGAZINES	0	2	4	31
EBOOKS	191	161	146	2118
INTERLIBRARY LOANS SUPPLIED	2	3	0	10
INTERLIBRARY LOANS REQUESTED	0	0	0	12
INTERNET ACCESS STATISTICS:				
LOGINS	163	191	160	2413
HOURS	152	186	125	2144
AWE-EARLY LITERACY STATION STATISTICS:				0
LOGINS	1	0	2	33
HOURS	0.5	0	1	11.75
IN-HOUSE TABLETS	0	0	0	0
VHS			0	0
TOTAL CIRCULATION	1518	1318	1132	21828
NEW PATRONS	34	30	14	515
PROGRAMS (ADULT)	1	1	0	19
PROGRAMS (TEEN)	3	5	0	24
PROGRAMS (CHILDREN)	4	6	10	69
ATTENDANCE AT CHILDREN'S PRGM (ADULTS)	28	44	0	338
ATTENDANCE AT PROGRAMS (CHILDREN)	60	91	170	2537
ATTENDANCE AT PROGRAMS (TEEN)	33	94	0	2337
ATTENDANCE AT PROGRAMS (ADULTS)	16	8	0	365
REFERENCE QUESTIONS	36	29	9	309
PATRON COUNT	1731	2274	2070	26431



TO: Jennifer Billings

FROM: Shane Burleigh

<u>RE:</u> Animal Control Monthly Report - December 2021

DATE: January 20, 2022

<u>COMMENTS:</u> Animal Control Monthly Report December 2021

<u>AVAILABLE FUNDING:</u> N/A

ATTACHMENTS: ACO Monthly Report-2021.pdf

41-Animal Control Monthly Repo	ort		Decemb	er 202	1			
			Decenii	202.	<b>L</b>			
DOGS	2021 This Month	Prior Month	Month to Month % Change	2021 Total YTD	2020 Year Ago This Month	2020 Total Prior YTD	2020/2021 YTD + or -	2021 % of Change YTD from 2020
IMPOUNDED	20	5	75%	147	16	136	-120	8%
RECLAIMED BY OWNER	2	0	100%	33	2	31	-29	6%
ADOPTED TO NEW OWNER	5	4	20%	41	14	43	-29	-5%
QUARANTINED	0	0	0%	9	2	9	-7	0%
EUTHANIZED	5	3	0%	54	5	50	-45	8%
OWNER EUTHANASIA	0	0	0%	2	0	0	0	0%
DIED IN SHELTER	1	0	0%	1	0	5	-5	-80%
TOTAL BOARDING DAYS	60	15	75%	434	48	408	-360	6%
CHIPPED	0	0	0%	3	0	8	-8	-63%
CATS	2021 This Month	Prior Month	Month to Month % Change	2021 Total YTD	2020 Year Ago This Month	2020 Total Prior YTD	2020/2021 YTD + or -	2021 % of Change YTD from 2020
IMPOUNDED	5	21	-320%	172	12	202	-190	-15%
RECLAIMED BY OWNER	0	0	0%	2	0	1	-1	100%
ADOPTED TO NEW OWNER	3	5	-67%	38	13	46	-33	-17%
QUARANTINED	0	0	0%	0	0	0	0	0%
EUTHANIZED	5	13	-160%	117	1	142	-141	-18%
OWNER EUTHANASIA	0	0	0%	0	0	0	0	0%
DIED IN SHELTER	0	0	0%	9	0	7	-7	29%
TOTAL BOARDING DAYS	15	63	-320%	516	36	606	-570	-15%
CHIPPED	0	0	0%	2	0	0	0	0%
OTHER ACO CALLS	2021 This Month	Prior Month	Month to Month % Change	2021 Total YTD	2020 Year Ago This Month	2020 Total Prior YTD	2020/2021 YTD + or -	2021 % of Change YTD from 2020
DECEASED ANIMAL PICK UP	5	8	-60%	46	4	42	-38	10%
LIVESTOCK CALLS	15	16	-7%	201	11	143	-132	41%
WILD ANIMALS HANDLED	2	2	0%	34	1	40	-39	-15%
TOTAL ANIMALS HANDLED	66	55	17%	689	44	584	-540	18%
TOTAL CALLS FOR SERVICE	104	106	-2%	1344	106	1020	-914	32%



TO: Jennifer Billings

FROM: Shane Burleigh

<u>RE:</u> Police Department Monthly Report - December 2021

DATE: January 20, 2022

COMMENTS:

N/A

AVAILABLE FUNDING: N/A

ATTACHMENTS: 2021 Yearly Council Reports W Narcotics.pdf

# DECEMBER 2021

TRAFFIC	2021 This Month	Prior Month	Month to Month % Change	2021 Total YTD	2020 Year Ago This Month	2020 YTD Total Prior	2020-21 # YTD + or -	2021 % of Change YTD from
CITATIONS ISSUED	160	179	-12%	1859	117	1824	35	2%
WARNINGS ISSUED	239	288	-21%	3726	185	3169	557	15%
TOTAL ACCID INVEST	33	49	-48%	404	40	391	13	3%
FATAL ACCIDENTS	0	0	0%	0	0	3	-3	-
INJURY ACCIDENTS	10	18	-80%	97	13	79	18	19%
DWI CASES	3	2	33%	46	4	40	6	13%
NIBRS	2021 This Month	Prior Month	Month to Month % Change	2021 Total YTD	2020 Year Ago This Month	2020 YTD Total Prior	2020-21 # YTD + or -	2021 % of Change YTD from 2020
BURG-NON-RESIDENT	1	1	0%	11	2	16	-5	-45%
BURGLARY- RESIDENT	0	1	0%	13	2	11	2	15%
BURGLARY- VEHICLE	0	0	0%	16	1	39	-23	-144%
VEHICLE THEFT	4	2	50%	26	4	18	8	31%
THEFT- OTHER	4	5	-25%	104	11	90	14	13%
AGG ROBBERY	0	0	0%	4	0	0	4	100%
ROBBERY-OTHER	0	0	0%	0	0	0	0	-
AGG ASSAULT	1	0	100%	11	0	6	5	45%
RAPE OR ATTEMPT	1	0	100%	5	0	3	2	40%
MURDER	0	0	0%	0	0	0	0	-
NIBRS TREND	11	9	18%	190	20	183	7	4%
NARCOTIC/ALCOHOL RELATED	2021 This Month	Prior Month	Month to Month % Change	2021 Total YTD	2020 Year Ago This Month	2020 YTD Total Prior	2020-21 # YTD + or -	2021 % of Change YTD from 2020
POSS DRUG PARAPH	0	1	0%	16	1	19	-3	-19%
POSS DANGER DRUG	0	1	0%	7	0	38	-31	-443%
MISD. POSSESSION	5	7	-40%	99	3	46	53	54%
FELONY POSSESSION	1	10	-900%	140	3	42	98	70%
PUBLIC INTOXICATION	3	1	67%	26	4	45	-19	-73%
OTHER ALCOHOL RELATED (DUI, Open Container, MIP)	0	0	0%	3	0	7	-4	-133%
911 CENTER	2021 This Month	Prior Month	Month to Month % Change	2021 Total YTD	2020 Year Ago This Month	2020 YTD Total Prior	2020-21 # YTD + or -	2021 % of Change YTD from 2020
911 CALLS REC	542	509	6%	6650	513	5983	667	10%



TO: Jennifer Billings

FROM: Shane Burleigh

<u>RE:</u> EMS Monthly Report - December 2021

DATE: January 20, 2022

<u>COMMENTS:</u> EMS Monthly Report December 2021

<u>AVAILABLE FUNDING:</u> N/A

ATTACHMENTS: 12) ALLMH-Dayton Call Vol Report Dec 2021.pdf



City of Dayton December 2021 Call Vol. Report

**County Wide** 

**Total Calls: 95** 

**Patient Contact Calls: 89** 

**Transported: 54** 

**Transport Percentage: 61%** 

Average Responses Time: 4.02 min.

# **Response Percentages**

Percentage of Calls Under 10 minutes: 99%

Percentage of Calls between 9:59 and 19:59 min.: 1%

Percentage of Calls Over 20 minutes: 0%

DOA: 3 Flights: 2 Structural Standbys: 0 Canceled or NPC: 6

Medical AMA Refusals: 23 Trauma AMA Refusals: 3 MVC Refusals: 7



<u>December 2021 Call Vol. Report – Continued</u> <u>Dayton (81M151)</u>

**Total Calls: 88** 

**Patient Contact Calls: 83** 

**Transported: 50** 

**Transport Percentage: 60%** 

Average Responses Time: 3.03 min.

**Dayton (81M152)** 

**Total Calls: 7** 

**Patient Contact Calls: 6** 

**Transported: 4** 

**Transport Percentage: 67%** 

Average Responses Time: 5.00 min.



FROM: Kimberly Judge

<u>RE:</u> Planning Department Monthly Report - Dec 2021

DATE: January 20, 2022

# COMMENTS:

N/A

# AVAILABLE FUNDING: N/A

ATTACHMENTS: MR December 2021.pdf



**City of Dayton** 117 Cook St. Dayton, Tx 77535 936.258.2642



# Department Reports Planning Department December, 2021

The Planning Department is working on or has completed the following projects:

- Staff met with the developer and engineer of record for the proposed Loma Verde Subdivision to discuss drainage for this development. We have asked that they attend the DRC meeting this week for further discussions. The developers sent a site plan on their property which is located at Hwy 321 and CR 676. They are proposing 125 lots with most of the lots being 1-acre lot sizes. The development would consist of 4 streets 3 cul de sac 2 entrances one entrance off of Hwy 321 and the other entrance located on CR 676.
- Staff met to discuss the Stilson Road Improvement project for Gulf Inland Logistic Park to discovered that the utility easements along Highway 90 had not been obtained. LJA Engineering is working with TxDOT to place the utilities on Highway 90 in their right of way. Preliminary drawing will be sent to TxDOT by next week. EDA has given approval for the relocation if TxDOT approves. The utilities are now in on Stilson..
- Staff sent the utility easement agreement for a sewer replacement to Burger King Restaurant owners for execution. Staff has received the signed utility easement documentation for Taco Bell for the sewer line replacement.
- Staff attended the Gulf Inland Logistic Park drainage meeting to discuss the engineering comments on the civil drawing review. I believe we came to an agreement on how the calculations need to be handled.
- The Planning Commission met to consider and make a recommendation on a Zoning Map Amendment to rezone the property from General Commercial to Established Neighborhood. The property is located at the corner of Sunset Heights and Sunset Heights Dayton, Texas 77535, legally described as Brown & Sterling, Lot 14 TR 32, consisting of 0.26 acres and Brown & Sterling, Lot 14 TR 51, containing 0.19 acres., approximately 0.45 acres.
- Staff held a Pre-Development meeting with Brandon Gassaway; his property is located at 407 E Hwy 90 (the corner of Hwy 90 and S Prairie Street). There was a building on the site that was demolished due to a natural disaster (a tornado). Staff informed the developer that they could rebuild on the same footprint as their original building, but if they wanted to make the building larger they would need to show detention and proper parking spaces.



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**City of Dayton** 117 Cook St. Dayton, Tx 77535 936.258.2642

- Staff is working with our consultant John Groberg with GrantWorks and Kimley Horn who are preparing the ad in the paper requesting bids for the Downtown sidewalk TDA Grant, the ad will run on December 16, 2021, and December 23 2021 paper and the bid opening would be on January 20th, 2022 at 2 pm.
- Staff has received several inquiries for a large Manufacture Home subdivision. After explaining to the developer that Manufacture homes aren't allowed on single lots in the city limits, their reply was well we have land adjacent in the ETJ. Staff is exploring if we have any codes that we can use to prevent the use in the ETJ.
- Staff advised a potential buyer of 3.97 acres of land for sale on River Oaks which is zoned Established Neighborhood (EN) that he could build a barndominium on the property as long as it met the City's Engineering Design Standards and Specifications.
- Staff spoke to a landowner at 200 E Linney inquiring about building a no-kill animal shelter, the property is zoned General Commercial (GC) which allows for a kennel. Staff is researching the Unified Development Code (UDC) for more clarification.
- Staff spoke to a property owner at Ross & FM 1960 which is zoned Established Neighborhood (EN) who inquired about rezoning the property to be able to build a cafe with living space on top of the cafe. The property owner was advised of the property not being zoned for commercial use and is adjacent to a residential neighborhood.
- Staff spoke to the homeowner at 504 Crescent who inquired about replatting his 4 lots into 2 and building a new single-family dwelling in the center. Staff advised that the single-family dwelling would have to meet the setbacks and he would have to provide a site plan for staff to review which needed to include the measurements of setbacks from the existing structures.
- Staff continues to meet with our engineer to discuss the Stilson Road Improvement project for Gulf Inland Logistic Park. LJA do not believe we have some significant room for the utilities to be placed in TxDOT ROW along Highway 90. had not been obtained. I reached out to Judge Conner and Brandon Davis for feedback on how to proceed with obtaining easements from adjoining property owners. We plan to have a meeting in the near future.
- Met with Grant Works on Monday regarding the American Rescue Plan Fund for the elevated water tank repair projects. The timeline and RFQ should be received today for staff review and consideration.
- Staff met with LJA Engineering and Public Management on the Luke Street Drainage Outfall project.We anticipate receiving the Release of Funds by December 22 and plan on a pre construction meeting the second week of January.



**City of Dayton** 117 Cook St. Dayton, Tx 77535 936.258.2642

- Staff continues to work with Kimley Horn on the Downtown Sidewalk project which includes several documents that staff is working on getting signed and returned to Kimley Horn and GrantWorks. Owner Agent Destination which gives Kimley Horn permission to speak on the city's behalf. We are also requesting an Amendment/Modification request.
- Staff spoke to Brizo Construction, a potential buyer for Property ID 46505 which is approximately 1.376 acres of land located at Clarence and Daisy. The developer had questions about platting the property into 4 lots to build 4 single-family residences. He also had questions about impact fees for water and sewer; staff advised the developer to submit a Utility Availability Application. Staff advised the developer that one lot does not have street frontage, Hazel Street will have to be extended at least 60 feet to provide the necessary street frontage. The developer will submit the Platting Application after the property is surveyed.
- Building and Inspections.
- A total of 95 inspections were performed
- 37 trade permits were issued
- 8 building permits total including additions, fencing and roofs
- 4 New residential permits were issued.
- Code Enforcement.
- 1 high grass notices,1 junk vehicle, 6 trash removal 14 bandit signs.



FROM: Roy Rodriguez

<u>RE:</u> Public Works Monthly Report - December 2021

<u>DATE:</u> January 20, 2022

COMMENTS:

N/A

AVAILABLE FUNDING: N/A

ATTACHMENTS: December 2021 Monthly Report.pdf



# Public Works Monthly Report December 2021

# Water Well Operations

- Flush Event Log: 37 57,000 gallons of flushed water
- Microbial (Bac-T) 15- passed
- Rosewood produced 32,589,269 gallons of water
- Tram produced 14,118,769 gallons of water
- Clayton GST (off line)
  - Distribution grand total: 46,780,897 gallons of water (200,000 gallons of water loss)

#### Wastewater Treatment Plant Operations

• Total water treated 43,258,000 gallons

#### **Monthly Safety Meeting**

• Drinking and Driving, Cell phone usage while operating a motor vehicle, special guest Lt. Shane Burleigh

# **PSI Phase II Updates**

- SS handwheels at WWTP pending update
- Blower install at wwtp pending information
- Manhole install/ Luke Str after the holidays
- Road bore/Luke Str after the holidays
- Cameras installed
  - Public works building 100% complete
  - WWTP for process monitoring pending wireless components.
- Belt press on budget, contract is with the vendor and start date is expected to be March/April 2022.
- Fencing for lift stations and WWTP is pending construction of the belt press.
- SCADA is complete excluding belt press and towers. Received new SCADA graphics and interface for review.
- Meter radios that are not working or are broken are under warranty. Staff will keep track of and report for replacements.



# DayNet & Magellan

- Week Ending 12/28/21 overall Phase 1 & MB Connect Buildout
  - Phase 1 path total to date 210,881 ft 68%
  - Phase 1 hand holes total to date 1,002 54 %
  - Phase 1 fiber total to date 147,331 ft 24 %
  - Phase 1 splice closures this week 0 total to date 0 0 %
  - MB Connect path– total to date 38,191 68 %
  - $\circ~$  MB Connect hand holes total to date 24 54 %~
  - MB Connect fiber installed this week 0 ft
- Incidents
  - Seven water main line
    - 12/7 504 Kerr Str
    - 12/9 704 Brown Rd
    - 12/9 105 W. Linney St
    - 12/9 521 E Young St
    - 12/13 706 Arcadia St
    - 12/14 504 Johnson
    - 12/16 712 FM 1960
  - Three gas service line
    - 12/7 491 Brown Rd
    - 12/9 S. Colbert & E. Young Str
    - 12/27 501 Ross Str
  - Two sewer service line
    - 12/14 704 Collins
    - 12/17 204 Linney Str.
  - One telephone line, 12/13 E. Young St & Glass St
  - One DayNet, 12/21 311 Seekamp
- Drilling
  - Four or Five crews; ECC, Abbaco, Advanced, AN Christian, and CF Global
  - City continues to track the four drill days per week run rate to decide if/when consistent progress and low incident rate warrants adding a half day of construction on Fridays
- Pending & Ongoing items
  - Data Center complete the shelter equipment UAT plan
  - Network Equipment & Services
    - Tentative ship date of remaining LCP vaults is the first week of March 2022
  - DayNet to obtain ROW access to the MDU complexes
  - CR-0009 construction under CWA canal sent to the city for review
  - CR-0004 update to add 723 ft underground to aerial on Cook St
  - CR-0012 Tram Rd addition sent to the city for review
  - CR-0013 for construction will follow the design approval
  - Complete Pecan Orchard buildout as part of LCP 01 Phase 1 buildout
  - East TX to contract with ECC to build out EDA project fiber



- ECC will install up to three 1x32 splitters in the LCP cabinets based upon available space and communicate with DayNet where a cabinet may be crowded to decide how many splitters to install
- Preparation and cost approval for next quantity of ONT/Gateways after launch/installation of live customers

#### GIS

- Utility Availability
  - 2495 W. Hwy 90 Commercial
  - 8001 US 90 Subdivision, Manufactured housing
  - Hwy 321, DoDeals LLC, Commercial
  - N. FM 1960 @ CR 615 A, Pulte Group, 1900 Residential Single Family Homes
- Utility Right of Way Request
  - Comcast, 4310 N. Winfree St.
- Assessment for potential future projects
  - Identified all 2" main lines within the city
  - Isolated areas for sanitary sewer rehabilitation
- Continue researching and creating an easement layer in GIS for properties within the city limits.
- Updating water line layer
- Colbert Elementary drainage & elevation
  - Streets crew shot the grade of the front ditch, mapped it with current elevations and topography.
- Assisted utility billing with verification of city streets that may or may not have city sanitary sewer.

# **TCEQ Violation compliance**

- Backflows
  - Developing a program
  - Code enforcement sending out 2nd letters (followup scheduled Jan. 3, 2022)
  - Plumbing inspectors using the correct forms
- Water Towers
  - Funds approved under 2021 American Rescue Plan Act
  - Grantworks is administering project (see below for status)

#### Public Management, Luke Street Outfall Project

- The General Land Office received our Request for Release of Funds putting the conclusion of the Federal Objection period on December 22, 2021.
- The General Land Office has granted authorization for use of grant funds for the project.
- Thomas Quintero with Public Management will be sending out a 2nd acquisition notice to the property owners.



# Grantworks, Water Towers, 2021 American Rescue Plan Act Project

- Received information from K. Judge that Grantworks was officially hired and the city needed to sign off on the RFQ timeline.
- Requested Adam Sai from Grantworks to send a copy of the contract for administrative services.
- Completed sign-off paperwork removing K. Judge as requested, added V. Cumberland and M. McCarty. Choose qualified sources to be contacted including 3 of the current engineering firms the city uses, 2 HUBs, and 1 LSA.
- Bobby Holz with Grantworks submitted an ad to the Vindicator for the solicitation of an engineer.

# **Commercial Development**

- Dayton RV Park
  - Received civil review from Kimley-Horn via planning department for 12/21/2021
  - Resubmitted notes from 12/9/2021 that were to be included in this review
- Requested civil plans for Zarsky Estates Section 1
- Brookstone
  - Road improvement agreement has been signed, the developer will purchase material, and city staff will provide equipment and labor

# **Asset Essentials Parts Inventory**

• Started the process of entering the W/WW

# Interpret GPR data files

- Fiber lines on Hwy 90 at Rolke Rd and Stilson
- Body found off of FM 1409

#### Provided access and user id to DayNet Tech L. Brower for

- Asset Essentials work order system
- iSite 811Ticket Locates
- ArcGIS Online Web apps for fiber and public works

# **Facility Maintenance**

- Cleaning and maintaining the city pool and mowing the parks
- Christmas lighting and decoration setup, light towers set up for the Christmas Parade
- Custodial deliveries to city facilities
- Assisted contractors to obtain bids for the repair of the roof on gazebo at Daniels Park



- Assisted contractors making repairs to the roof on City Hall
- Set up/breakdown for Food Truck Friday
- Spray for vegetation control
- Met with contractors to install cameras on the public works building
- Picked up donated goods from Sam's warehouse
- Assisted contractors with repairs on the A/C at PD
- Assisted contractor at Community Center in removing chill water pump #1 for rebuild and installation of a new motor
- Met with Sales Rep to demo a new mower, it has been delivered and brought to Fleet department for inspection and inventory
- Relocation of "star" at PD
- In-depth training on Asset Essentials/Dude Solutions
- Updating work orders under Facility Maintenance
- Moved furniture at City Hall

# **Fleet Maintenance**

- 3 Landfill service orders
- 17 Streets dept service orders
- 7 Police dept service orders
- 9 Water and sewer service orders
- 2 WWTP service orders
- 4 Fire dept service orders
- 5 Misc service orders
- 4 Routine Maintenance. on vehicles
- 3 Landscape service orders
- 28 Generator testing

# Streets & Drainage

- Debris pickup 310 YDS
- Sweeping 55 MILES
- Scrap metal hauled from landfill 30 YDS
- GSI material use 340 TONS
- Asphalt (COLD MIX) 120 TONS
- Pothole repair 52
- Pipeset 80 ft Residential Driveways
- Sign repair 46
- Courtesy calls- 12
- Pipe Cleaning 360 ft
- Ditching 420 ft
- Work Orders Completed 11



#### Water / Wastewater

- 25 water repairs including hits by contractors
- 1 Hydrant was removed and replaced with a new one
- 7 Meters and radio's were installed
- 13 backfills and restorations
- All well sites were mowed

#### **Sanitary Sewer**

- 6 Sewer mains and service lines were repaired
- 10 Sewer blockage calls were repaired

Planned Upcoming Projects- None at this time



FROM: Jennifer Billings

<u>RE:</u> Municipal Court Monthly Report - December 2021

<u>DATE:</u> January 20, 2022

COMMENTS:

N/A

AVAILABLE FUNDING: N/A

ATTACHMENTS: December 2021 OCA.pdf

# OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL



# OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month <u>December</u> Year <u>2021</u>

Municipal Court for the City of Dayton

Presiding Judge Alan D. Conner

If new, date assumed office	
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Court Mailing Address 2002 North Cleveland Street

City <u>Dayton</u>, Tx Zip <u>77535</u>

Phone Number (936) 258-5312

Fax Number

Court's Public Email court@daytontx.org

Court's Website www.daytontx.org

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Kenna Noack

Date 2022-01-13

Phone Number

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION P O BOX 12066 AUSTIN, TX 78711-2066

> PHONE: (512) 463-1625 FAX: (512) 936-2423

#### **CRIMINAL SECTION**

Court	Traffic Misdemeanors		Non-Traffic Misdemeanors			
Month December Year 2021	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,121	2	0	203	783	75
a. Active Cases	7,170	1	0	157	670	65
b. Inactive Cases	5,951	1	0	46	113	10
2. New Cases Filed	260	0	0	5	36	0
3. Cases Reactivated	85	0	0	1	0	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)	7,515	1	0	163	706	65
6. Dispositions Prior to Court Appearance of Trial:						
a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14))	118	0	0	2	24	
b. Dismissed by Prosecution	5	0	0	0	21	4
7. Disposition at Trial:	5	0	0	0	0	0
a. Convictions						
1) Guilty Plea or Nolo Contendere	3	0	0	0	1	0
2) By the Court	0	0	0	0	1	0
3) By the Jury	0	0	0	-	0	0
b. Acquittals:	Ŭ	3	•		Ŭ	0
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	1	0	0
8. Compliance Dismissals:			-	-		
a. After Driver Safety Course (CCP, Art. 45.0511)	9					
b. After Deferred Disposition (CCP, Art. 45.051)	38	0	0	1	1	2
c.City After Teen Court (CCP, Art. 45.052)	0	0	0	0	0	0
d. Date From After Tobacco Awareness Course (HSC, Sec. 161.253)					0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)				0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)	6					
g. All Other Transportation Code Dismissals	15	0	0	0	0	0
9. All Other Dispositions	0	0	0	0	0	0
10. Total cases Disposed (Sum of lines 6,7,8&9)	194	0	0	4	24	6
11. Cases Placed on Inactive Status	186	0	0	3	12	0
12. Total Cases Pending End of Month:	13,187	2	0	204	795	69
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)	7,135	1	0	156	670	59
<ul> <li>b. Inactive Cases (Equals Line 1b minus Lines</li> <li>3 plus Line 11)</li> </ul>	6,052	1	0	48	125	10
13. Show Cause Hearings Held	104	0	0	2	15	3
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

Court	
Month December Year 2021	
1. Total Cases pending First of Month:	3
a. Active Cases	3
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	3
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	3
a. Active Cases (Equals Line 5 minus the sum of Lines 13&14)	3
<ul> <li>b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)</li> </ul>	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

Court	
Month December Year 2021	
1. Transportation Code Cases Filed	2
2. Non-Driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	0
5. Tobacco Cases Filed (HSC, Sec. 161.252)	8
6. Failure to Attend School Cases Filed (Ed.Code, Sec. 25.094)	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	3
10. Transfer to Juvenile Court: a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1)	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1)	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	
25.093)	0

ADDITIONE	1	1		
Court Month December Year 2021		NUMBER REQUESTS FOR COUNSEL		
1. Magistrate Warnings:				
a. Class C Misdemeanors				
b. Class A and B Misdemeanors	0	0		
c. Felonies	C	0		
2. Arrest warrants Issued:		TOTAL		
a. Class C Misdemeanors		188		
b. Class A and B Misdemeanors		0		
c. Felonies		0		
3. Capiases Pro Fine Issued		0		
4. Search Warrants Issued		0		
5. Warrants for Fire, Health and Code Inspections File	d (CCP, Art. 1805)	0		
6. Examining Trials Conducted	0			
7. Emergency Mental Health Hearings Held	0			
8. Magistrate's Orders for Emergency Protection Issue	0			
9. Magistrate's Orders for Ignition Iterlock Device Issu	ied (CCP.Art. 17.441)	0		
10. All Other Magistrate's Orders Issued Requiring Co on Bond	onditions for release	0		
11. Driver's License Denial, Revocation or Suspension (IC, Sec.521.300)	0			
12. Disposition of Stolen Property Hearings Held (CCF	0			
13. Peace Bond Hearings Held		0		
<ol> <li>Cases in which Fine and Court Costs Satisfied by Co</li> <li>a. Partial Satisfaction</li> </ol>	mmunity Service:	0		
b. Full Satisfaction	0			
15. Cases in Which Fine and Court Costs Satisfied by	0			
16. Cases in Which Fine and Court Costs Waived for I	0			
17. Amount of Fines and Court Costs Waived for Indig	\$0.00			
<ul><li>18. Fines, Court Costs and Other Amounts Collected:</li><li>a. State Kept by City</li></ul>	\$25,510.68			
b. Remitted to State	\$10,820.87			
c.City Total	\$36,331.55			
Page 5		1		



# FROM:

- <u>RE:</u> Consider with possible action on Resolution No. R2022-3 approving a Road Use Agreement with Benson Development, LLC for the Brookstone Phase 1 for road improvements on E. Young and S. Colbert.
- DATE: January 20, 2022

# COMMENTS:

City Staff has received a check for \$15,000.00 from Benson Development, LLC for the road improvements on E. Young @ S. Colbert due to road damages during the construction phase of the development. The Public Works staff will do minor base repairs of the existing roadway within the development prior to Chip-Sealing the road for final restoration.

(All material will be funded by the developer and all work will be completed by Public Works department.)

# AVAILABLE FUNDING:

Road improvements will be funded by the developer, Benson Development, LLC for the amount of \$15,000.00. Road improvements will not impact City's Operational & Maintenance account.

ATTACHMENTS: Benson Development Road Use Resolution.pdf Brookstone Phase 1- Road Improvement Agreement.pdf image (5).png

# **RESOLUTION NO. R2022-3**

#### **City of Dayton**

# A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AN AGREEMENT FOR ROAD IMPROVEMENTS WITH BENSON DEVELOPMENT, LLC

WHEREAS, Benson Development, LLC is developing property in Dayton along East Young Street and Colbert Street; and

WHEREAS, portions of East Young Street and Colbert Street were both damaged as a result of said development; and

WHEREAS, the developer, Benson Development, LLC has agreed to fund the materials needed to repair said portions of East Young Street and Colbert Street in the amount of \$15,000.00; and

WHEREAS, city staff will repair the roads in-house using the materials purchased by the Developer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby approves an agreement with Benson Development, LLC (the "Developer") whereby the Developer will fund the purchase of materials needed to repair portions of East Young Street and Colbert Street in the amount of \$15,000. City staff will make the repairs to the streets inhouse.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary



December 9, 2021

To: Will Benson, Benson Development LLC

From: Roy Rodriguez, Public Works Director City of Dayton

Project: Brookstone Phase I

The City of Dayton, Public Works Director is requesting road improvements within the above listed development which consists of 1,300' x 20' linear ft of city street on Young and Colbert. Previous chip-seal projects of this size have an estimated cost of \$15,000.00 with minor base repair. The city is requesting that the developer purchase the material and city staff will complete the project "in-house" in accordance with the City of Dayton Engineering Design Standards and Specifications.

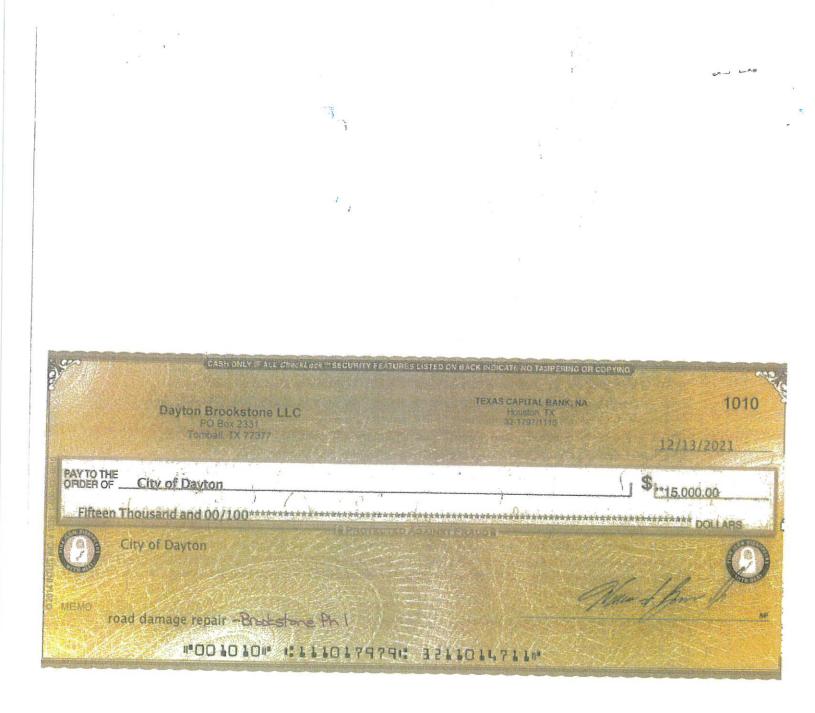
Roy Rodriguez, Public Works Director

Carllour enniser Billin Finance Director:

City Secretary

All checks/payments are to be made to the City of Dayton.

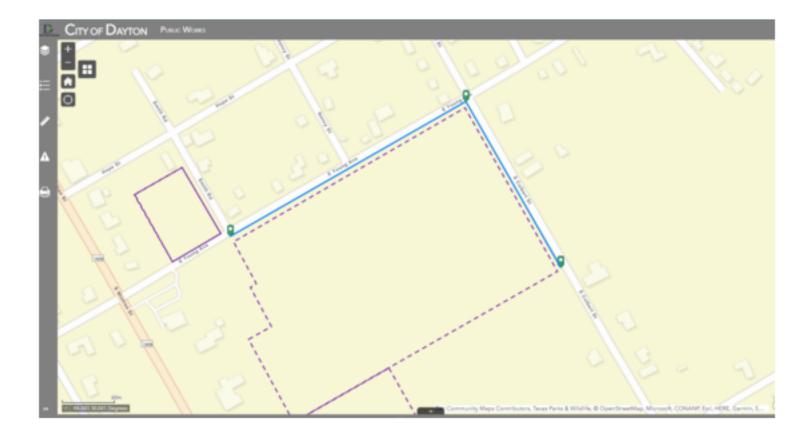
City of Dayton **Public Works Department** 1408 N. Winfree, Dayton, Tx 77535







City of Dayton Public Works Department 1408 N. Winfree, Dayton, Tx 77535





#### TO: Caroline Wadzeck

#### FROM:

RE:Consider with possible action on Resolution No. R2022-4 appointing Dayton resident,<br/>Antoinette T Burns to serve on the Library Advisory Board.

DATE: January 20, 2022

COMMENTS: N/A

AVAILABLE FUNDING: N/A

ATTACHMENTS: Library board appointment resolution.pdf

#### **RESOLUTION NO. R2022-4**

#### **City of Dayton**

#### A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPOINTING ANTOINETTE T. BURNS TO SERVE ON THE LIBRARY ADVISORY BOARD

WHEREAS, the City of Dayton Library Board is comprised of residents of Dayton, Texas; and

WHEREAS, occasionally the need arises to appoint new members to the Library Advisory Board; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby appoints Antoinette T. Burns to serve on the Dayton Library Advisory Board.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary



#### TO: Caroline Wadzeck

#### FROM: Brandon Davis

<u>RE:</u> Consider with possible action on Ordinance No. O2022-2 authorizing the City to participate in regulatory proceedings with Entergy Texas, Inc. in 2022 and authorize the hiring of the Lawton Law Firm regarding same.

<u>DATE:</u> January 20, 2022

#### COMMENTS:

This ordinance is authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, INC. at the Public Utility commission of Texas in 2022. It also authorizes the hiring of Lawyers and rate experts. This will also the city to participate to the full extent permitted by law at the Public Utility Commission of Texas.

AVAILABLE FUNDING: GL 100-10-6420

ATTACHMENTS: 2022 Letter to SCC re Annual Ordinance.pdf annual ordinance 2022.pdf

# THE LAWTON LAW FIRM, P.C.

12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019 • Fax: 512/329-2604

January 10, 2022

#### Via e-mail

Mr. Richard G. Baker City Attorney – City of Anahuac P.O. Box 10066 Liberty, Texas 77575

Mr. Kyle Hayes City Manager – City of Beaumont P.O. Box 3827 Beaumont, Texas 77704

Mr. Robert Pennington City Manager – City of Cleveland 907 E. Houston Cleveland, Texas 77327

Ms. Angela Smith City Secretary – City of Cleveland 907 E. Houston Cleveland, Texas 77327

Mayor Nyla Akin Dalhaus City of Cut and Shoot P.O. Box 7364 Cut and Shoot, Texas 77306 Mr. Tyrone Cooper City Attorney – City of Beaumont P.O. Box 3827 Beaumont, Texas 77704

Mr. Paul Fukuda City Attorney – Bridge City City Attorney – Pine Forest 260 Rachal Post Office Box 846 Bridge City, Texas 77611

Mr. David Olson City Attorney – City of Cleveland Wortham Tower, Suite 600 2727 Allen Parkway Houston, Texas 77019

Mr. Gary Scott City Attorney – City of Conroe P.O. Box 3066 Conroe, Texas 77305

Amy L. Wade City Secretary – City of Cut and Shoot P.O. Box 7364 Cut and Shoot, Texas 77306 Mr. Jeff Lambright Mayor – City of Dayton 117 Cook Street Dayton, Texas 77535

Mr. James Black City Attorney – City of Groves 3535 Calder Avenue, Suite 310 Beaumont, TX 77706

Ms. Tina Paez City of Houston Administration & Regulatory Affairs Department (ARA) 611 Walker, 13 th Floor Houston, Texas 77002

Mr. Leonard Schneider City Attorney – City of Huntsville City Attorney – City of Splendora Liles Parker PLLC 2261 Northpark Dr., Suite 445 Kingwood, TX 77339

Mr. Brandon Davis City Attorney – City of Liberty City Attorney – City of Dayton 1517 Trinity Liberty, Texas 77575

Mr. Alan P. Petrov City Attorney – City of Montgomery Johnson Petrov LLP 2929 Allen Parkway, Suite 3150 Houston, Texas 77019

Mr. Cary Bovey City Attorney – City of Navasota Bovey & Cochran, PLLC 2251 Double Creek Dr., Suite 204 Round Rock, Texas 78664

Mr. Christopher Duque City Manager – City of Nederland P.O. Box 967 Nederland, Texas 77627 Mr. Theo Melancon City Manager – City of Dayton 117 Cook Street Dayton, Texas 77535

Mr. D. E. Sosa City Manager – City of Groves P.O. Box 3286 Port Arthur, Texas 77643

Ms. Yushan Chang City of Houston Legal Department P.O. Box 368, Houston, Texas 77001-0368 City Hall Annex, 4th Floor 900 Bagby Houston, Texas 77002

Mr. Aron Kulhavy City Manager – City of Huntsville 1212 Ave. M Huntsville, Texas 77340

Mr. Tom Warner City Manager – City of Liberty 1829 Sam Houston Liberty, Texas 77575

Mr. Richard Tramm City Administrator – City of Montgomery 101 Old Plantersville Road Montgomery, TX 77316

Mr. Brad Stafford City Manager – City of Navasota 202 E. Washington Navasota, Texas 77868

Mr. Jesse Branick City Attorney – City of Nederland 221 Hwy. 69 South, Suite 100 Nederland, Texas 77627

#### **Attorney-Client Privileged Communication**

Ms. Elizabeth Harrell City Secretary – City of Oak Ridge North 27424 Robinson Road Oak Ridge North, Texas 77385

Mr. Guy Goodson City Attorney – City of Orange GERMER PLLC 550 Fannin, Suite 400 Beaumont, Texas 77701

Mr. Rodney Price City Attorney – City of Rose City P.O. Box 310 Vidor, Texas 77670

Mr. Tommy Gunn City Attorney – City of Pinehurst 202 S. Border Orange, Texas 77630

Mr. Ronald Burton City Manager – City of Port Arthur P.O. Box 1089 Port Arthur, Texas 77641

Mr. Andre' Wimer City Manager – City of Port Neches P.O. Box 758 Port Neches, Texas 77651

Ms. Kathie Reyer City Administrator – City of Shenandoah 29955 IH-45 N. Shenandoah, Texas 77381

Ms. DeeAnn Zimmerman City Manager – City of Silsbee 105 South 3<sup>rd</sup> Street Silsbee, Texas 77656 Ms. Heather Neeley City Manager – City of Oak Ridge North 27424 Robinson Road Oak Ridge North, Texas 77385

Mr. Mike Kunst City Manager – City of Orange 812 North 16<sup>th</sup> Street P.O. Box 520 Orange, Texas 77630

Mr. Jerry Hood City Administrator – City of Pinehurst 2497 Martin Luther King Jr. Drive Orange, Texas 77630

Ms. Val Tizeno City Attorney – City of Port Arthur P.O. Box 1089 Port Arthur, Texas 77641

Mr. Pete Steele City Attorney – City of Port Neches 3120 Central Mall Drive Port Arthur, Texas 77642

Mr. Larry L. Foerster City Attorney – City of Roman Forest Darden, Fowler and Creighton, LLP 414 West Phillips, Suite 100 Conroe, Texas 77301

Mr. Solomon Freimuth City Attorney – City of Silsbee P.O. Box 186 Port Neches, Texas 77651

Mr. Alex Stelly City Attorney – City of Sour Lake 2615 Calder Ave., Ste. 1070 Beaumont, Texas 77702 Mr. Jack Provost City Manager – City of Sour Lake 625 Hwy 105 W Sour Lake, Texas 77959

Mr. Robbie Hood City Manager - City of Vidor 1395 N. Main St. Vidor, Texas 77662-3726

Mayor Randy Branch Mayor – City of West Orange 2700 Western Avenue West Orange, TX 77630

Ms. Marissa Quintanilla City Secretary – City of Willis 200 N. Bell Willis, Texas 77378 Mayor Dorothy Welch City Attorney Leonard Schneider City of Splendora P.O. Box 1087 Splendora, Texas 77372

Mr. Chris Leavins City Attorney – City of Vidor City Attorney – City of West Orange P.O. Box 4915 Beaumont, Texas 77704-4915

Mr. Michael S. Stelly City of West Orange, Texas 2700 Austin Avenue West Orange, TX 77630

#### Re: <u>Annual Ordinance Authorizing Municipal Participation in</u> <u>Regulatory Proceedings of Entergy Texas, Inc. in 2022</u>

Dear Steering Committee of Cities located in Entergy Texas, Inc.'s Service Territory:

It is once again time to authorize municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. ("ETI" or "Company") before the Public Utility Commission of Texas ("PUCT" or "Commission"). <u>Attached is a proposed Ordinance for your consideration</u> to authorize participation in rate proceedings in 2022. Please forward the completed <u>Ordinance to us by email at danlawtonlawfirm@gmail.com and</u> molly@mayhallvandervoort.com.

In 2021, the Steering Committee of Cities continued to play a crucial role in limiting ETI's various requested rate increases to reasonable revenue levels. Since base rates were last set in December 2018, the Company has filed numerous applications for interim cost recovery such as applications for transmission cost recovery ("TCRF"), distribution cost recovery ("DCRF"), generation cost recovery ("GCRR"), and cost recovery for the Company's energy efficiency program ("EECRF"). The Company also filed an application to securitize approximately \$253 million in system restoration costs for damages related to Hurricanes Laura and Delta and Winter Storm Uri. Cities' participation in these proceedings was instrumental in keeping the Company's rates just and reasonable.

On January 1, 2021, ETI placed into service its newly-constructed Montgomery County Power Station, a 993-megawatt combined cycle gas turbine plant adjacent to the Lewis Creek

#### **Attorney-Client Privileged Communication**

power plant in Willis, Texas. The Company sought to begin recovery of the cost of the plant through a Generation Cost Recovery Rider ("GCRR") in late 2020, with several updates filed throughout 2021. We participated in the GCRR proceedings to ensure that Company's proposed rates were consistent with PURA and the Commission's Rules, and also to ensure that the Company properly adjusted its GCRR after it sold a small portion of the Montgomery County Power Station to East Texas Electric Cooperative, Inc. in June 2021.

We anticipate that 2022 will be a very busy year. First, ETI is required to file a base rate case by mid-2022 due to the size of its GCRR recovery. The base rate proceedings will include reconciliation and review of the Company's DCRF, TCRF, and GCRR recoveries. Second, we believe the Company may file a fuel reconciliation case this year, which will include fuel costs incurred during Winter Storm Uri in February 2021. We will review these costs carefully to ensure that they are reasonable and fair to customers. Third, the Company is expected to file its annual application to amend its Energy Efficiency Cost Recovery Factor and its semi-annual Fuel Factor rate adjustments in February and August 2022. Finally, depending on the timing of ETI's base rate case, ETI may seek rate revenue increases through the TCRF, DCRF, and GCRR cost recovery mechanisms in late 2022.

The continued support of each of the Cities in the Steering Committee has been instrumental in the successful regulation of ETI and in maintaining reasonable rates for customers within the Cities. We look forward to each City's continued participation with the Steering Committee in the regulatory process. <u>Please forward completed Ordinances to us by email at danlawtonlawfirm@gmail.com and molly@mayhallvandervoort.com.</u>

If you have any questions or concerns, please call.

Sincerely,

MCM Vandervoort

For Daniel J. Lawton

#### ORDINANCE O2022-2

AN ORDINANCE OF THE CITY COUNCIL OF DAYTON, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2022; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001; and

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025; and

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas ("Commission") or before municipalities in 2022, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, (3) and various fuel cost refunds or surcharges and reconciliations; and

WHEREAS, ETI is expected to file a statement of intent to increase its base rates with municipalities and the Commission in 2022; and

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Commission in February and August 2022, and may file other fuel proceedings to reconcile, refund, or surcharge fuel charges; and

WHEREAS, ETI is expected to file its annual proceeding with the Commission to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs; and

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAYTON, TEXAS, that:

SECTION 1. The City of <u>DAYTON</u> shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Commission or with municipalities in 2022.

SECTION 2. The City of DAYTON employs the Lawton Law Firm P.C. to represent the City regarding the ETI rate matters before local regulatory authorities and the Commission and any court of law and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. This Ordinance shall be effective from and after the date of its passage.

PASSED by \_\_\_\_\_\_ vote of the City Council of the City of DAYTON, Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

THE CITY OF DAYTON, TEXAS

By:\_\_\_\_\_

ATTEST:

#### **RESOLUTION NO. R2022-5**

#### **City of Dayton**

#### A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE PURCHASE OF A TEN (10) HORSEPOWER PUMP FROM PUMP SOLUTIONS, INC. FOR THE BURGER KING LIFT STATION

WHEREAS, a pump located at the Burger King lift station has stopped working; and

WHEREAS, city staff received a bid to repair the pump in the amount of \$7,989.00 Pump Solutions Inc; and

WHEREAS, the cost to purchase a replacement pump from the same company was \$7,473.00; and

WHEREAS, it was determined to be more economically advantageous to replace the pump instead of repairing the old pump.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby approves the purchase of a ten (10) horsepower pump from Pump Solutions Inc. for the Burger King lift station for an amount not to exceed \$7,700.00.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary



18594 US Hwy 59 New Caney, Texas 77357 Phone: 281-399-9400 Fax: 281-399-9401 Cell: 713-232-0839

#### THIS TRANSMITTAL CONSISTS OF \_1\_ PAGE(S) INCLUDING THIS PAGE.

TO: City of Dayton FROM: Bubba Daniels Bid DATE: 10/15/21 RE: KSB Pump

#### PSI JOB # 1907 Burger King Site Serial # BL31300815

Pump Solutions Inc. is pleased to offer the following parts and labor for the subject project:

Includes the following parts to repair KSB E080-251/74XG 10Hp.

- > QTY (1) Replace Motor upper bearing journal is worn out.
- QTY (1) Rotor and Shaft
- > QTY (1) New Mechanical Seals
- > QTY (1) New Bearing Kit
- > QTY (1) New Impeller
- > QTY (1) New Seal Plate
- > QTY (1) New Volute
- > QTY (1) New Power Cable
- QTY (1) New Sensors
- QTY (1) New O-ring Kit
- QTY (1) New seal oil.

Pump is a 2013 model.

PLEASE NOTE: This pump is not economically repairable. Motor leads have been contaminated with oil and are swollen and soft. Motor megs 0 and will need to be replaced because of the upper bearing journal, Lower seal plate is bad, volute has a hole in it.

**Total Repair Price for all Equipment Listed Above: \$7,989.00** 

Direct replacement price: \$7,473.00

#### If not repaired there will be a \$200.00 tear down fee.

Thank you for your consideration of the proposed equipment.

Sincerely, William Daniels



TO: Caroline Wadzeck

FROM: Jennifer Billings

<u>RE:</u> Consider with possible action on the approval of the December 2021 Minutes.

DATE: January 20, 2022

<u>COMMENTS:</u> Minutes for all council meetings in December 2021.

<u>AVAILABLE FUNDING:</u> N/A

ATTACHMENTS: Dec 20, 2022 Minutes.pdf Dec 15, 2022 Minutes.pdf Dec 7, 2022 Minutes.pdf



Agenda Council Regular Meeting City Council Meeting 801 S Cleveland St Monday, December 20, 2021 at 6:00 PM

> Caroline Wadzeck, Mayor Andy Conner, Mayor Pro-Tem Sherial L. Lawson, Councilwoman Alvin Burress, Councilman John Headrick, Councilman Donald McDaniel, Councilman

#### I. Call To Order

@ 6:00 pm by Mayor Caroline Wadzeck

#### II. Roll Call

Members Present (in person): Caroline Wadzeck, Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress

**III. Invocation given by Pastor Guy Williams with First United Methodist Church** Invocation was given by Pastor Guy Williams with First United Methodist Church.

#### IV. Pledge of Allegiance and Texas Pledge

Pledge was lead by Mayor Wadzeck

#### V. Citizen Comment Period

Marina Quoriz is speaking regarding the car accident her daughter was involved in. She has questions she wants to be answered; Mr. Quoriz (father) - Stated that the girl driving was never cited for the accident and he was not allowed to comfort her or ride with her on the ambulance.

#### VI. Presentations/Updates/Reports

#### **City Manager Updates**

N/A

#### **Community Champions**

Presented by Mayor Wadzeck - This month we have four Community Champions to recognize. For the past three (3) years for the Spirit of Christmas Event, we have had 4 woman volunteer. Not only do they volunteer their time and hard work but they also use their decorations to make the Santa Gazebo something special for our children and our community. Every year, these ladies have been known to stay up all night making sure things are perfect and then have to come back the next night to take it all down. For this reason, we want to nominate the following as Community Champions: Dena Calhoun, Rhonda Cameron, Brandi Williams, Harlie Head

Oath of Office for new Patrol Office Anthony Walker Oath of Office for new Patrol Office Anthony Walker presented by LT. Shane Burleigh

Dispatch Manager Jessica Snead received her Basic Instructor Proficiency Certificate Dispatch Manager Jessica Snead received her Basic Instructor Proficiency Certificate presented by LT. Shane Burleigh.

Kaylee Davis has successfully completed the Basic Code Enforcement through the Texas A&M Engineering Extension Services.

Kaylee Davis has successfully completed the Basic Code Enforcement through the Texas A&M Engineering Extension Services.

Recognize Shannon Ryan and Tyler Bean for obtaining their TCEQ "C" Water License. Congratulations to Shannon Ryan and Tyler Bean in obtaining their TCEQ Water License. Shannon currently works in our WWTP and Tyler in the W/WW department. Both employees are a great asset to the organization and their hard work and dedication is greatly appreciated.

Mason Billings was recognized as the Career and Technical Education Student of the Week with Dayton High School.

Mason Billings was recognized as the Career and Technical Education Student of the Week with Dayton High School. He was selected by his Skills USA Sponsors.

#### **Department Reports**

No questions from council

Library Monthly Report for November 2021

Planning Department Monthly Report - November 2021

Animal Control Monthly Report November 2021

Police Department Monthly Report November 2021

EMS Monthly Report November 2021

Public Works November 2021 Monthly

Municipal Court Monthly Report - November 2021

#### Mayor/Council/Staff Comments

Mayor Wadzeck shared a story from Ms. Jamison regarding a moon tree, that will be planted at the Dayton Community Center.

#### VII. Consent Agenda

- VII.A Consider with possible action on the approval of the November 2021 Minutes.
- VII.B Consider with possible action on Resolution No. R2021-38 approving TML Insurance claim to have Baytown Cabinets and More replace the roof at Daniel Park Gazebo. (Roy Rodriguez)
- VII.C Consider with possible action on Resolution No. R2021-37 approving an Interlocal Agreement between the City of Dayton and Liberty County, Pct 1.

Alvin Burress made a motion to approve consent agenda, as presented. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

#### VIII. Action Items

VIII.A Consider with possible action on Resolution No. R2021-41 approving festival dates facilities, and road closures for Dayton Ole Tyme Days Festival. (Shane Burleigh)
Presented by Shane Burleigh and Anna Smith with the Dayton Ole Tyme Days. They are requesting the following dates to hold their event and the requested road closures. Dayton Ole Tyme Days Festival: April 22-24, 2022. Also, road closures for the festival with the permission letter from the businesses signed off for the early closures. They are also looking at having the carnival that weekend as well.

Alvin Burress made a motion to approve Resolution No. R2021-41, only regarding the dates and road closures, as presented. Sherial L Lawson seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.B Consider with possible action on the Love Lock project and the recommended location. (Kaylee Davis, Dayton Youth Advisory Council, Tammy Alexander)
 Kaylee Davis - Presented the Love Lock Project and the location recommendation from the Dayton Youth Advisory Council. They are requesting to have the project placed next to the Police Department behind the retention pond facing Hwy 321. The

project will involve the DISD Welding classes and the Dayton Youth Advisory Council to be completed and opened on February 14, 2022. This will be behind on the right side of the police department which will allow for safe parking and can be seen from the roadway. The cost would come from enhancement committee and labor will be from DISD.

Alvin Burress made a motion to approve Love Lock project and the recommended location, as presented. Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

 VIII.C Consider with possible action on member terms for the Dayton Enhancement Committee. (Tammy Alexander)
 There are 2 members of the Dayton Enhancement Committee whose terms starts

There are 3 members of the Dayton Enhancement Committee whose terms started in 2020, and the terms are two year terms. Due to COVID, they missed a full year of their term and we are asking to extend their terms for another year to compensate for the "lost" year. These members are Ken Davis, Kathleen Arnold Dwyer and Tammy Alexander.

Reappointed for another 3 years.

Donald McDaniel made a motion to approve the extended member terms for the Dayton Enhancement Committee, as presented. Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, Donald McDaniel, Andy Conner, Alvin Burress, John Headrick; Nays: None.

VIII.D Consider with possible action on Resolution No. R2021-39 regarding a partnership agreement between the Dayton Chamber of Commerce and the City of Dayton. (Jessica Sims and Tammy Alexander)
Presented by Tammy Alexander and Jessica Sims - DCDC staff is requesting to create a partnership agreement between the Dayton Chamber of Commerce and City staff members for assistance with event set up and breakdown and any other additional assistance as needed. The current agreement has the Dayton Chamber paying the DCDC staff members for their assistance.

Sherial L Lawson made a motion to approve Resolution No. R2021-39, as presented. Andy Conner seconded the motion. *Passed*. Ayes: Alvin Burress, Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner; Nays: None.

VIII.E Consider with possible action on allowing employees to carry over more than 80 hours of vacation. (Tammy Alexander)We have approximately 25 employees that have more than 80 hours of vacation that will be carried over. Per our policy, we only allow 80 hours to be carried over and anything else will be lost. We are asking City Council to approve carrying over more

than the allowed 80 hours and anything over 80 must be used by March 1, 2022. Questions from council as to why we need the roll-over and was explained that it is due mainly to being short staffed.

Alvin Burress made a motion to approve carrying over more than 80 hours of vacation time to be used by March 1, 2022, as presented. Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.F Consider with possible action to approve Chad Levere Glatfelter as the new Dayton Volunteer Fire Chief for the City of Dayton. (Murphy Green)
Presented by Murphy Green - On December 2, 2021 Chad Glatfelter was elected by the DVFD as their new Fire Chief. Chad has over 10 years of experience with DVFD and over 3 years of Industrial Emergency Response Team. Chad is a great asset to the organization and well respected by his peers. Has been on the DVFD since he was 18 years old.

Alvin Burress made a motion to approve to appoint Chad L. Glatfelter as the new DVFD Fire Chief, as presented. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.G Consider with possible action on Resolution No. R2021-42 approving the payment of a monthly stipend to the Dayton Volunteer Fire Chief. (Lauren Young)
Presented by Lauren Young - Needs approval to continue administering professional services payment to the volunteer Fire Chiefs moving forward, who aren't employed by the City of Dayton. The documentation finance has for issuing the monthly payment to former Fire Chief Adam Piserelle was an email from the former finance director Rudy Zepeda that gave the "ok" to issue payment specifically to him. We are needing clarity moving forward if we are going to continue to render payment monthly to fire chiefs who aren't employed by the City.

Alvin Burress made a motion to approve Resolution No. R2021-42, as presented. Sherial L Lawson seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.H Consider with possible action on Resolution No. R2021-43 regarding the purchase of an accounts receivable module from Tyler Technologies. (Carl Currie)
Presented by Lauren Young - The finance department wishes to acquire an accounts receivable module from Tyler Technologies which will integrate with our Incode 10 software. This software will facilitate the City's invoicing and billing capabilities. City would need to amend the Administration budget in line item 100-00-6350 (IT

Software) by \$10,573 this year to acquire the software and ongoing support fees will be \$2,713 per year.

Alvin Burress made a motion to approve Resolution No. R2021-43, as presented. Sherial L Lawson seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.I Consider with possible action on Resolution No. R2021-44 regarding the renewal of the Meraki Network device licenses. (Timothy Humphries)
 These licenses are part of our normal operations. Our network configuration depends on these network devices to operate. The overall cost of renewing the licenses for our network devices is \$12,298.00 for a 1 year renewal.

Alvin Burress made a motion to approve Resolution No. R2021-44, as presented. Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

- VIII.J Consider with possible action on Resolution No. R2021-36 regarding the purchase of vehicles for Fiber Technicians and Staff. (Marshall Daniels)
   No Action
- VIII.K Consider with possible action on Ordinance No. O2021-25 regarding a Zoning Amendment request from Betty Brown to rezone property from General Commercial to Established Neighborhood. (Kimberly Judge)
  Staff received a request to rezone approximately .45 acres of land from General Commercial to Established Neighborhood. The property is located at the corner of Sunset Heights and Sunset Heights. The owner Betty Brown has the property for sale and the potential owner would like to construct a single-family dwelling unit at this location. The adjourning properties are General Commercial, Residential, General Commercial, Established Neighborhood. The Planning and Zoning Commision met on Thursday, December 9, 2021 and consider the request for the Zoning Amendment and is recommending approval.

Alvin Burress made a motion to approve Ordinance No. O2021-25, as presented. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

 VIII.L Consider with possible action on Resolution No. R2021-35 awarding the Daniel Park Pool renovation contract. (Kimberly Judge)
 The Dayton Community Development Corporation allocated \$150,000 for the renovation to Daniel Park pool. City staff went out for bids and received three bids for this project ranging in price of \$105,772 to \$159,750. Torres Tile, Coping and Pool Plastering, Progressive Commercial Aquatics, Inc., amd Handcock Pool Services, Inc. submitted bids. This would only include the replastering of the pool

Alvin Burress made a motion to approve Resolution R 2021-35 awarding the Daniel Park Pool Renovation contract to Hancock Pool Services, Inc., not to exceed \$150,000. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.M Consider with possible action on Resolution No. R2021-45 regarding the purchase of a new engine for Public Works' 2018 Kubota Slope Mower. (Roy Rodriguez)
Public Works Streets & Drainage Department is requesting the purchase of a new engine for the 2018 Kubota Slope Mower. The existing engine has major damage and will require a complete new engine. Its unclear what caused the internal engine damage, other than wear & tear and excessive use. The manufacture's 36 month warranty expired in October 2021, staff is currently working directly with Kubota dealership on possible discount on the new engine after they diagnose the cause of the engine failure. They can't confirm the amount or if any discount will be granted until they complete their diagnose. City Fleet Maintenance department received a quote from LansDowne-Moody Kubota dealership for a new engine for \$32,738.49 with a 12 month warranty on the engine. Staff is requesting the purchase of the new engine not to exceed \$32,738.49 and will continue to seek dealership discount on the new engine.

Alvin Burress made a motion to approve Resolution No. R2021-45, as presented. Sherial L Lawson seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.N Consider with possible action on Resolution No. R2021-40 on the approval of a contract with Kimley-Horn Engineering to prepare Emergency Preparedness Plan as required by TCEQ. (Roy Rodriguez)
The City is required to certify an Emergency Preparedness Plan to the Texas Commission on Environmental Quality in accordance with Senate Bill 3. The city is required to prepare a plan for emergency operations of the water system during a extended power outage (lasting more than 24 hours). The EPP document is due to TCEQ on or before March 1, 2022. Kimley-Horn Engineers will compile the required water system report, analyze the electrical and mechanical systems for the power resiliency, prepare the EPP document, and assist the City with submitting the required certification forms to TCEQ.

Donald McDaniel made a motion to approve Resolution No. R2021-40, as presented. Sherial L Lawson seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None. VIII.O Consider with possible action on the sale of a tax trust property. (Brandon Davis) Louis and Misty Baldwin has put in a offer for the following property: Acct #005461-000018-001 PIDN: 53705 Lot 18 and 19 in J.D. Hunnicutt Sub of Outer Lot 1 in Block 39 Total Offer: \$8,000.00 After costs and fees: Dayton ISD: \$3,612.02 City of Dayton: \$2,057.23 Liberty County: \$1,1945.27

Alvin Burress made a motion to approve the sale of tax trust property to Louis and Misty Baldwin, as presented. Sherial L Lawson seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

#### IX. Closed Executive Session

Recess the regular session @ 7:00 pm

#### IX.A

Executive Session: Texas Government Code 551.074 (Personnel Matters)

#### IX.B

Executive Session: Texas Government Code 551.072 (Deliberation Regarding Real Property)

Close the executive session at 8:35 pm

#### X. Action Items II

X.A Consider with possible action on real estate matters discussed during executive session.

Alvin Burress made a motion to approve the easement purchase as discussed during executive session. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

#### XI. Adjourn

Sherial L Lawson made a motion to adjourn @ 8:35 pm. Alvin Burress seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

Jennifer Billings, City Secretary

Caroline Wadzeck, Mayor



#### Agenda Council Special Called Meeting City Council Meeting 801 S Cleveland St Wednesday, December 15, 2021 at 5:00 PM

Caroline Wadzeck, Mayor Andy Conner, Mayor Pro-Tem Sherial L. Lawson, Councilwoman Alvin Burress, Councilman John Headrick, Councilman Donald McDaniel, Councilman

#### I. Call To Order

@ 5:10 pm by Mayor Caroline Wadzeck

#### II. Roll Call

Members Present (in person): Caroline Wadzeck, Sherial L Lawson, John Headrick, Andy Conner

Members Absent: Donald McDaniel, Alvin Burress

## III. Invocation

The invocation was given John Headrick

# IV. Pledge of Allegiance and Texas Pledge

### Pledge was lead by Mayor Wadzeck

#### V. City Manager Updates

David Willard - This is his last council meeting and thanks to the City of Dayton and all staff; Congrats to Steve Floyd; Presentation from DCDC to Rob Vine.

#### VI. Citizen Comment Period N/A

#### VII. Closed Executive Session

Recess the regular session @ 5:13 pm

VII.A Executive Session: Texas Government Code 551.071 (Consultation with Attorney)

VII.B

Executive Session: Texas Government Code 551.074 (Personnel Matters)

Close the executive session at 6:10 pm

#### VIII. Action Items

VIII.A Consider with possible action regarding the appointment of an Interim Police Chief.

Sherial L Lawson made a motion to approve the appointment of Shane Burleigh as Interim Police Chief and to role over his vacation leave as needed. Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

VIII.B Consider with possible action on legal matters discussed in executive session.

Sherial L Lawson made a motion to approve authorize the City Attorney to have investigation conducted as discussed . Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

#### IX. Adjourn

Sherial L Lawson made a motion to adjourn @ 6:13 pm. Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

I hereby certify that the above shown notice was posted at Dayton Community Center, 801 S. Cleveland St. and Dayton City Hall, 117 Cook Street, Dayton, Texas 77535 on or before December 12, 2021 by 5:00 pm.

Jennifer Billings, City Secretary

Jennifer Billings, City Secretary

Caroline Wadzeck, Mayor



Agenda Council Special Called Meeting City Council Meeting 801 S Cleveland St Tuesday, December 7, 2021 at 6:00 PM

> Caroline Wadzeck, Mayor Andy Conner, Mayor Pro-Tem Sherial L. Lawson, Councilwoman Alvin Burress, Councilman John Headrick, Councilman Donald McDaniel, Councilman

#### I. Call To Order

@ 6:00 pm by Mayor Caroline Wadzeck

#### II. Roll Call

Members Present (in person): Caroline Wadzeck, Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress

#### **III. Invocation** The invocation was given by Don McDaniel

#### **IV. Pledge of Allegiance and Texas Pledge** Pledge was lead by Mayor Wadzeck

V. City Manager Updates N/A

#### VI. Citizen Comment Period

John Como - Concerns about new construction on East Young where they are building houses. The new construction seems higher than the construction site which would cause issues for others who live around the new homes.

#### VII. Action Item

VII.A Consider with possible action on Resolution No. R2021-35 approving a contract with Market 535 for the use of the Crossroads Plaza. This is a resolution approving an agreement between the City of Dayton and Market 535 Events & Design LLC for use of the Crossroads Plaza for City sponsored trade shows. This contract was previously discussed.

Alvin Burress made a motion to approve Resolution No. R2021-35, as presented. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, Donald McDaniel, Andy Conner, Alvin Burress; Nays: John Headrick.

#### VIII. Closed Executive Session

Recess the regular session @ 6:04 pm

#### VIII.A

Executive Session: Texas Government Code 551.071 (Consultation with Attorney)

#### VIII.B

Executive Session: Texas Government Code 551.074 (Personnel Matters)

Close the executive session at 6:42 pm

#### IX. Action Item II

IX.A Consider with possible action on Resolution No. R2021-33 approving DCDC expenditures.

Donald McDaniel made a motion to approve Resolution No. R2021-33, as presented. Sherial L Lawson seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

IX.B Consider with possible action on Resolution No. R2021-34 on an agreement with DCDC for personnel expenses.This is a resolution approving an agreement between the City of Dayton and the Dayton Community Development Corporation for the sharing of personnel expenses.

Sherial L Lawson made a motion to approve Resolution No. R2021-34, as presented. Andy Conner seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

IX.C Consider with possible action on Resolution No. R2021-32 approving a City Manager contract.Steve Floyd introduces his wife and 2 daughters and thanks everyone for all the help during this process.

Alvin Burress made a motion to approve Resolution No. R2021-32 approving a City Manager contract with Steve Floyd, as presented. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

#### X. Adjourn

Sherial L Lawson made a motion to adjourn @ 6:46 pm. Donald McDaniel seconded the motion. *Passed*. Ayes: Sherial L Lawson, John Headrick, Donald McDaniel, Andy Conner, Alvin Burress; Nays: None.

I hereby certify that the above shown notice was posted at Dayton Community Center, 801 S. Cleveland St. and Dayton City Hall, 117 Cook Street, Dayton, Texas 77535 on or before December 4, 2021 by 6:00 pm.

Jennifer Billings, City Secretary

Jennifer Billings, City Secretary

Caroline Wadzeck, Mayor



#### TO: Caroline Wadzeck

#### FROM:

- <u>RE:</u> Consider with possible action on a budget amendment to the Hotel/Motel Funds to assist the Dayton Ole Tyme Days Festival.
- DATE: January 20, 2022

#### COMMENTS:

Dayton Ole Tyme Days Festival is requesting for Hotel/Motel Tax Funds in the amount of \$5,000 to assist in this year's event to be held on April 22-24, 2022. In the past, the city budgeted \$3,000 for Dayton Ole Tyme Days. In 2019, they requested an additional \$1,000, giving them a total of \$4,000 for 2019. This was not included in this years budget.

ATTACHMENTS: hotel motel tax 2022(1).pdf HotelMotel Budget Report.pdf We kindly ask you to grant our request,

I Anna Smith, Festival Chairman of the Dayton Ole Tyme Days Festival, along with the Festival Committee kindly ask for the City of Dayton to assist the DOTD Festival 2022 with the Hotel Motel Tax amount of \$5000 that has been budgeted in each year for hosting this event to raise funds for graduating high school seniors and local business protoming. We greatly appreciate your support for making this festival possible. Sincerely,

Anna Smith

Festival Chairman

Dayton Ole Tyme Days Festival Committee Anna's Barber Shop 113 Bryan St. Dayton, Tx.



A Local Youth Scholarship Organization



# **Budget Report**

## Account Summary

For Fiscal: 2021-2022 Period Ending: 12/31/2021

		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Fund: 140 - Hotel/Motel Tax Fund							
Revenue							
	Hotel & Motel Tax.	112,035.00	112,035.00	7,598.49	25,293.71	~86,741.29	77.42 %
<u>140-00-5412</u>	Interest	1,200.00	1,200.00	0.00	40.56	-1,159,44	96.62 %
a and a management of a second se	.Revenue Total:	113,235.00	113,235.00	7,598.49	25,334.27	-87,900.73	77.63 %
Expense							
<u>140-90-6611</u>	Tourism Promotion	17,000.00	17,000.00	1,610.00	6,855.05	10,144.95	59.68 %
140-90-6612	Other Legal Expenditures	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>140-90-6613</u>	Old School Expenses		1.2,000.00	364.26	856.32	11,143.68	92.86 %
140-90-6614	Civic Center Expenses	14,400.00	14,400.00	0.00	0.00	14,400.00	100,00 %
en e construir de construir de la construir de	Expense Total:	53,400.00	53,400.00	1,974.26	7,711.37	45,688.63	85.56 %
Fund: 140 - H	otel/Motel Tax Fund Surplus (Deficit):	59,835.00	59,835.00	5,624.23	17,622.90	-42,212.10	70.55 %
AN ANT INC.	Report Surplus (Deficit):	59,835.00	59,835.00	5,624.23	17,622.90	-42,212.10	70.55 %

69



TO: Caroline Wadzeck

FROM: Tammy Alexander

<u>RE:</u> Consider with possible action on Resolution No. R2022-1 amending the Vacation Leave policy.

DATE: January 20, 2022

#### COMMENTS:

Amending the Vacation Leave policy to allow for 240 hours to be accrued and banked just like sick leave and compensation time. We have also allowed for 40 hours of vacation leave to be made available after 15 years of service for a total of 200 hours and an additional 40 hours of vacation time after 20 years of service for a total of 240 hours maximum.

<u>AVAILABLE FUNDING:</u> N/A

ATTACHMENTS: Res No R2022-1.pdf

#### **RESOLUTION NO. R2022-1**

#### **City of Dayton**

#### A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AND ADOPTING THE CITY OF DAYTON'S AMENDED VACATION LEAVE POLICY.

WHEREAS, the City of Dayton, Texas (the "City") currently has a policy governing vacation leave for City employees; and

WHEREAS, the City Council of the City of Dayton, Texas finds it to be in the best interest of the citizens of Dayton and of the City's employees that the City approves and adopts an amended vacation leave policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby approves and adopts the amended vacation leave policy attached hereto as Exhibit "A".

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary

# EXHIBIT A



Vacation Leave Policy-revised

City employees earn vacation determined by the years of continuous service with the City. After three months of service, the employee is entitled to vacation leave. Vacation is accrued per pay period, but can only be used after the first three months of service.

Only regular full-time employees who have completed three months of employment are eligible to take or be on paid vacation leave.

Employees can bank a maximum of 240 hours of vacation leave while employed with the City of Dayton. If an employee reaches the maximum of 240 hours of vacation time and has not used it, no more vacation time will be accrued until time has been taken by the employee in order to reduce the banked vacation hours. No eligible employee will be able to accrue more than 240 vacation leave hours at any given time. **Vacation leave is non-expiring and will carry over from year to year.** 

The number of vacation days an employee receives depends on the number of years of continuous service with the City. A regular full-time employee from their hire date with the City up to their fourth anniversary with the City shall be entitled to 80 hours each calendar year, accruing at a rate of 3.08 hours per pay period.

Beginning in the year in which their fifth anniversary occurs, an employee will receive an additional 40 hours for a total of 120 hours per calendar year, accruing at a rate of 4.62 hours per pay period.

Beginning in the year in which their tenth anniversary occurs, an employee will receive an additional 40 hours, for a total of 160 hours per calendar year, accruing at a rate of 6.16 hours per pay period. Beginning in the year in which their fifteenth anniversary occurs, an employee will receive an additional 40 hours for a total of 200 hours per calendar year, accruing at a rate of 7.70 hours per pay period.

Beginning in the year in which their twentieth anniversary occurs, an employee will receive an additional 40 hours for a total of 240 hours per calendar year, accruing at a rate of 9.23 hours per pay period as a maximum until the employee retires or resigns.

A calendar year runs from January through December. If an employee works 15 days or more in a month, then credit is given for the full month. Prorated time will be rounded up to the nearest one-half or full-day.

Employees shall be encouraged to use all their vacation leave each year. Employees must complete one full year of service to be eligible for payment of vacation upon separation. Employees must leave city employment in good standing to be eligible for payment of accrued and unused vacation. Employees who have been fired or who fail to submit a full two-week notice to their Department Head before resignation will not be eligible for payment of accumulated vacation. Payment shall be made for unused vacation leave upon separation, retirement, or death of the employee prorated through the last day worked. Credit for a full month will be allowed if the employee works through the 15th of the month. Employees will be compensated at their hourly rate for accrued vacation leave at the time of separation.



- TO: Caroline Wadzeck
- FROM: Jennifer Billings
- <u>RE:</u> Consider and take possible action on Resolution No. R2022-2 naming signatories to the City's bank accounts at Prosperity Bank.
- DATE: January 20, 2022

#### COMMENTS:

We are requesting to add City Manager, Steve Floyd to all city bank accounts and name him as an authorized signatory for Prosperity Bank accounts.

AVAILABLE FUNDING: N/A

ATTACHMENTS: Steve Floyd Bank Signor resolution.pdf

#### **RESOLUTION NO. R2022-2**

#### **City of Dayton**

#### A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, ADDING SIGNATORIES TO THE CITY'S BANK ACCOUNTS AT PROSPERITY BANK

WHEREAS, the City of Dayton's official depository is Prosperity Bank; and

WHEREAS, it is necessary for the City Council to designate individuals to serve as signatories on the City's bank accounts at Prosperity Bank; and

WHEREAS, the City Council finds it necessary and appropriate to add City Manager, Steve Floyd, as a signatory on all of the City of Dayton's bank accounts at Prosperity Bank.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby names City Manager, Steve Floyd, as a signatory on all of the City of Dayton's bank accounts at Prosperity Bank.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary



#### TO: Caroline Wadzeck

FROM: Brandon Davis

RE: First reading of Resolution R2022-6 authorizing an award and disbursement of Dayton Community Development Corporation funds for an economic development project to pay for repairs to a Dayton Volunteer Fire Department ladder truck.

DATE: January 20, 2022

#### COMMENTS:

This item was approved at the January 14th DCDC Board Meeting.

AVAILABLE FUNDING: DCCDC



#### TO: Caroline Wadzeck

FROM: Jennifer Billings

<u>RE:</u> Consider with possible action on Resolution R2022-6 authorizing an award and disbursement of Dayton Community Development Corporation funds for an economic development project to pay for repairs to a Dayton Volunteer Fire Department ladder truck.

DATE: January 20, 2022

#### COMMENTS:

This repair will allow our Fire Department to continue our ISO rating of 2.

AVAILABLE FUNDING: DCDC

ATTACHMENTS: DCDC firetruck resolution.pdf

#### **RESOLUTION NO. R2022-6**

#### A Resolution by the City Council of Dayton, Texas; Said Resolution Authorizing an Award and Disbursement of Dayton Community Development Corporation Funds for an Economic Development Project to Pay for Repairs to a Dayton Volunteer Fire Department Ladder Truck

WHEREAS, The City Council of Dayton, Texas has carefully reviewed the economic development request from the Dayton Volunteer Fire Department and the City of Dayton's staff regarding needed repairs to a Dayton Volunteer Fire Department ("DVFD") ladder truck; and

WHEREAS, the use of economic development funds into the subject project is in compliance with the guidelines and regulations of the State of Texas as they relate to a 4B economic development corporation as set out in section 505.158 of the Texas Local Government Code; and

**WHEREAS**, the repair to the DVFD ladder truck is necessary to maintain the City's ISO rating of a two (2) and the Dayton Volunteer Fire Department does not have the funds necessary to repair the truck; and

**WHEREAS**, the city needs an ISO rating of at least a two (2) in order to help recruit new industrial and commercial businesses to the city; and

WHEREAS, the DCDC Board of Directors has reviewed the subject grant request and has approved same; and

**WHEREAS**, the exact dollar amount of this project award shall not exceed NINETY THOUSAND DOLLARS AND NO CENTS (\$90,000.00) with said amount being funded by the DCDC; and

**WHEREAS,** the City of Dayton plans to use the money to repair the DVFD ladder truck so as to maintain its ISO rating of a two (2).

NOW, THEREFORE, Be It Resolved by the City Council of Dayton, Texas that:

- (1) This resolution has been read aloud two (2) times by the Dayton City Council.
- (2) The Dayton City Council hereby authorizes the DCDC to fund an economic development project in the amount of NINETY THOUSAND DOLLARS AND NO CENTS (\$90,000.00) to be used on repairs to a DVFD ladder truck.
- (3) A sixty (60) day waiting period for payments on this project is hereby established with said waiting period to commence upon the date of the DCDC's first public hearing.

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

#### CITY OF DAYTON, TEXAS

Honorable Caroline Wadzeck, Mayor

ATTEST:

**City Secretary** 



#### TO: Caroline Wadzeck

#### FROM: Roy Rodriguez

<u>RE:</u> Consider with possible action on Resolution R2022-7 approving amendments to the City of Dayton's engineering design standards and details.

DATE: January 20, 2022

#### COMMENTS:

City staff has been working with City Engineering Firm, Kimley-Horn Engineering to update our Engineering Designs and Standard Details in effort to assist staff & developers with a set standard and design in accordance with the UDC for the City of Dayton.

Proposed Updates to the Design Standards:

- Drainage
- Water Lines and Services
- Water Tap and Meter Fees
- Fire Hydrants
- Backflow Prevention Program
- Sewer Lines and Services
- Wastewater Tap Fees
- Construction Permits
- List of Approved Manufacturers

#### AVAILABLE FUNDING:

N/A

#### ATTACHMENTS:

Engineering and Design Standards resolution.pdf Dayton Standards Presentation \_ Final (2).pptx

#### **RESOLUTION NO. R2022-7**

#### **City of Dayton**

#### A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AMENDMENTS TO THE CITY OF DAYTON'S ENGINEERING DESIGN STANDARDS AND DETAILS

WHEREAS, the City Council has previously adopted standard engineering design standards and details for developers to follow within the city; and

WHEREAS, city staff believes it is necessary to amend said engineering design standards and details in order to better protect the citizens of Dayton; and

WHEREAS, the engineering firm, Kimley-Horn reviewed the engineering design standards and details and are recommending the changes outlined in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby approves the amendments set forth in Exhibit "A" to the City of Dayton's Engineering Design Standards and Details.

PASSED AND APPROVED this day of , 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary

## EXHIBIT A



## Engineering Design Standards and Details

January 20, 2021 City Council Meeting **Kimley »Horn** 

### Agenda

- 1. Updates to Engineering Design Standards and Details
  - a) Drainage
  - b) Water Lines and Services
  - c) Water Tap and Meter Fees
  - d) Fire Hydrants
  - e) Backflow Prevention Program
  - f) Sewer Lines and Services
  - g) Wastewater Tap Fees
  - h) Construction Permits
  - i) List of Approved Manufacturers
- 2. Questions
- 3. Motion to Accept Updates

### What are design standards

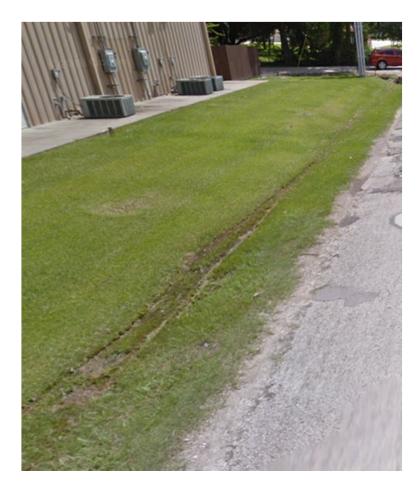
- Current standards adopted November 2019
- Tool to improve development
- Clarifies and updates requirements for changes in state law and engineering practice
- Clarifies and standardizes requirements for plan submittals

### UDC Compliance

- Unified Development Code
- Adopted May 20, 2019
- Development Review
  - Public Improvement Requirements
  - Drainage Calculations

### 3.1 Drainage Design Standards

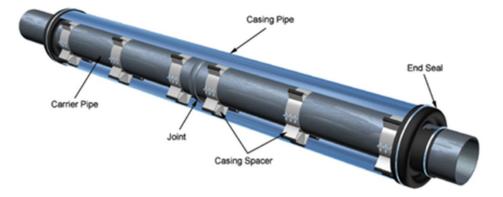
- 3.1.2.G Engineering plans that include grass-lined ditch drainage facilities should include the following note: "Maintenance of open drainage ditches is the responsibility of the property owner, not the City."
  - Addition to the design standards



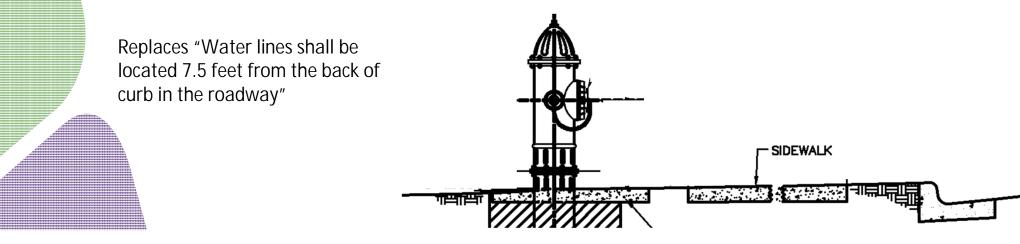
### 4.2 Water Lines and Services

- 4.2.A Water lines shall be in a public or private easement as determined by the city. Public easements shall encompass all public water lines and appurtenances, fire hydrants, fire department connections, fire lines, detector check valves and vaults reduced pressure zone assemblies, and water meters. Private easements may be used for all facilities that are not maintained by the city to include but not limited to service lines, irrigation systems, commercial developments, fire protection systems on the owner's side of a meter or detector check valve vault-reduced pressure zone assembly, and fire tanks.
  - Addition of commercial developments

- 4.2.C Water mains of 8-inch diameter and larger shall be installed with casing beneath the roadway
  - Addition to the design standards



 4.2.D Water lines shall not be located under paved surfaces where possible. Water lines shall be located between the right-of-way boundary line and the back of curb. If a sidewalk is located within the right-of-way boundary line, the water line shall not be located beneath the sidewalk pavement and shall be located between the right-of-way line and the back edge of sidewalk pavement.



- 4.2.I Water lines shall be constructed using the following materials or approved equal:
  - 4.2.I.1 Solid wall polyvinyl chloride (PVC) pipe with integral bell; or
  - 4.2.I.2 Solid wall high density polyethylene (HDPE) pipe (for new systems only)
    - Addition to the design standards



- 4.2.K When HDPE pipe is used, the minimum wall thickness of the polyethylene pipe shall meet the following pressure applications: AWWA C906, DIPS SDR11 or SDR17 Pressure Class 200 psi, PE4710
  - Addition to the design standards



### 4.4 Water Tap and Meter Fees

- Potable water tap, meter, and additional fees will follow the schedule:
  - Addition to the design standards

	With Meter and Box Short Side	\$1,250.00
¾" Meter Tap	With Meter and Box Long Side	\$2,400.00
	Meter and Radio Only	\$375.00
	With Meter and Box Short Side	\$1,350.00
1" Meter Tap	With Meter and Box Long Side	\$2,500.00
	Meter and Radio Only	\$450.00
	With Meter and Box Short Side	\$2,500.00
2" Meter Tap	With Meter and Box Long Side	\$4,050.00
	Meter and Radio Only	\$1,400.00
3" Meter Tap	Short Side Tap	\$3,700.00
	Long Side Tap	\$4,600.00
	Meter Vault Package	\$11,500
	Short Side Tap	\$3,800.00
4" Meter Tap	Long Side Tap	\$4,700.00
· · · ·	Meter Vault Package	\$13,500.00
6" Meter Tap	Short Side Tap	\$5,250.00
	Long Side Tap	\$5,500.00
	Meter Vault Package	\$19,500.00
	Short Side Tap	\$6,000.00
8" Meter Tap	Long Side Tap	\$6,500.00
	Meter Vault Package	\$25,000.00

### 4.4 Water Tap and Meter Fees, cont.

Additional Fees		
Boring for Road Crossing	Minor Highway Crossing (maximum 3 Ianes)	\$625.00
	Line Crossing (more than 8 ft. of cover)	\$450.00
Raising or Adjusting Existing Meters	3/4" - 2" Meter (up to 15 feet)	\$200.00
	4"- 8" Meter	Priced by Public Works Director
	3⁄4" – 2" Meter (up to 15 feet)	\$500.00
Relocation of Meter	Meter Greater Than 2" or Relocation Longer than 15 feet	Priced by Public Works Director
Double Meter Box		\$250.00
Meter Boxes	Single Meter Box	\$125.00
Short Tap with Removal of Asphalt and/or Concrete		\$750.00
Long Tap with No Asphalt Patch		\$575.00

### 4.7 Fire Hydrants

- All fire hydrants must:
  - Conform to requirements and test of AWWA Standard for Dry Barrel Fire Hydrant – C502-94 or latest revision thereof, as they pertain to the design, component materials, construction and manufacture, except as modified or supplemented hereinafter.
  - Be American Flow Control, 5 ¼" B-84-B, Mueller A423 or Engineer pre-approved equal
  - Be painted Dayton purple and white
    - Addition and revision to the design standards



### 4.8 Backflow Prevention Program

- All backflow testers and contractors that perform mandated backflow assembly tests within City of Dayton jurisdiction will be required to submit the result of each backflow test and maintenance report to the designated agent
- Reduced Pressure Zone Assemblies to replace detector check valves
  - Addition and revision to the design standards

### 5.1.2 Sewer Lines and Services

 5.1.2.A Sewer lines shall be in a public or private easement as determined by the city. Public easements shall encompass all public sewer lines, manholes, cleanouts and appurtenances. Private easements may be used for all facilities that are not maintained by the city to include but not limited to service lines not within a street right-of-way, lift stations serving only one lot, commercial developments, and grease and sand traps.

• Addition of commercial developments

### 5.1.2 Sewer Lines and Services, cont.

- 5.1.2.G Sewer lines shall be constructed using the following materials or approved equal:
  - Solid wall high density polyethylene (HDPE) pipe (for new systems only)
    - Addition to the design standards



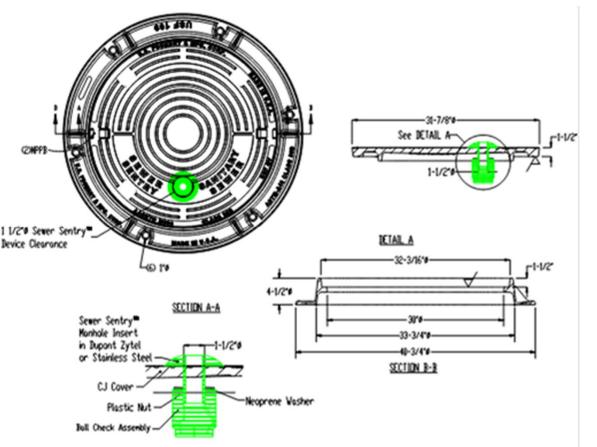
### 5.1.2 Sewer Lines and Services, cont.

- 5.1.2.J When HDPE pipe is used, the minimum wall thickness of the polyethylene pipe shall meet the following pressure applications: AWWA C906, SDR17 or SDR19, PE4710
  - Addition to the design standards



### 5.2 Manholes and Cleanouts

- Inflow preventer and sewer gas ventilation device for manholes to eliminate inflow (stormwater) and infiltration (groundwater) into wastewater sewer.
  - Addition to the design standards



### 5.7 Wastewater Tap Fees

- 1. Wastewater tap fees will follow the schedule below:
  - Addition to the design standards

Wastewater Tap Fees		
Residential 4″ Tap	Short Side	\$825.00
	Long Side with Paved Streets	\$1,600.00
	Long Side with No Paving	\$1,000.00
Commercial / Development 6"- 8" Tap	Short Side	\$1,000.00
	Long Side with Paved Streets	\$1,750.00
	Long Side with No Paving	\$1,200.00

### 5.7 Wastewater Tap Fees, cont.

Additional Fees (Residential 4")		
Boring for Road Crossing	Taps that require a street bore no more than 50 linear feet shall incur a fee. Any bore exceeding 50 linear feet shall incur a \$20 per linear foot charge.	\$625.00
Short Tap with Removal of Asphalt and/or Concrete		\$800.00
Long Tap with No Asphalt Patch		\$575.00

### 5.7 Wastewater Tap Fees, cont.

Additional Fees (Commercial / Development 6" - 8")		
Boring for Road Crossing	Taps that require a street bore up to 50 linear feet shall incur a fee. Any bore exceeding 50 linear feet will incur an additional \$35 per linear foot charge.	\$2,400.00
Short Tap with Removal of Asphalt and/or Concrete		\$800.00
Long Tap with No Asphalt Patch		\$575.00
Sanitary Sewer Manhole installation including labor and materials (6" - 8" taps) not to exceed 8 feet in depth		\$5,500.00
Sanitary Sewer Line extensions, refer to boring cost per linear foot		\$35.00 LF

### 7.1 Construction Permits

- 7.1.A Permits are required for the following construction activities described herein:
  - 12. Road Use Agreement (Appendix A)
  - Addition to the design standards

#### AMENDED MASTER ROAD USE AGREEMENT

 THIS ROAD USE AGREEMENT (hereinafter "Agreement") is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_. 2021 (hereinafter "Effective Date"), by and between the CITY OF DAYTON, a Texas home rule municipality (hereinafter "City") and \_\_\_\_\_\_\_, whose legal address is \_\_\_\_\_\_\_.

its successors and assigns (hereinafter "Company").

#### RECITALS

WHEREAS, Company desires to perform construction on a City drainage project on Luke Street (hereinafter "Project"); and

WHEREAS, Company must utilize city streets in order to access its Project; and

WHEREAS, Company's agents, employees, affiliates, contractors, subcontractors, workforce and related service companies may utilize equipment and heavy vehicles that are recognized as being above existing limits set by the City in weight, height and/or width on city streets in connection with the above-described operations; and

WHEREAS, Company's use of city streets may cause impacts which require mitigation and repair to ensure the public's continued ability to use said city streets.

NOW, THEREFORE, IT IS HEREGY AGREED THAT:

#### I. Purpose of Agreement.

The purpose of this Agreement is to define the terms and conditions under which the City and the Company agree with respect to the cost of excess maintenance and repair of damages arising from the use of City streets by the equipment and/or heavy vehicles of the Company and/or by Contracting Companies in excess of normal wear and maintenance of city streets as carried out by the City. The Company has indicated that it intends on utilizing portions of Luke Street, Prater Street, and other city streets needed for access. Heavy equipment will be used that is normally associated with construction projects. This Agreement is intended to engage both the City and the Company <u>in an effort to</u> avoid damage to City streets and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this Agreement is entered to address these matters and to protect City streets and Appurtenances from damage.

#### II. Definitions.

a. "Appurtenance" means a sidewalk, ditch, culvert, or any type of wall, fence, guardrail, curb, pavement marking, traffic control device, illumination device, public utility, mailbox or barrier adjacent to or in, along or on a road, or any construction, obstruction, erection or any situation, arrangement or disposition of any earth, rock, tree, or other material or thing adjacent to or in, along or on a road that is not on the traveled portion of the road.

### 7.1 Construction Permits, cont.

 7.1.D The City Council has established impact fees and such fees shall be paid by the owner before the permit is processed or approved. Effective May 17, 2022, water and wastewater impact fees will be assessed as follows:

Meter Size	Service Unit	Impact Fees	
	Equivalent	Water	Wastewater
3/4"	1.0	\$4,504	\$6,595
1"	1.7	\$7,507	\$10,992
1-1/2"	3.3	\$15,013	\$21,983
2"	5.3	\$24,021	\$35,173
3"	11.7	\$52,547	\$76,942
4"	20.0	\$90,080	\$131,900
6"	45.0	\$202,680	\$296,775
8"	53.3	\$240,213	\$351,733

• Addition to the design standards

### Part 9: List of Approved Equipment Manufacturers

- Neptune is no longer an approved water meter
- Approved water meters are now manufactured by Badger



# Part 9: List of Approved Equipment Manufacturers, cont.

- Plastic Meter Boxes with Composite Lids are no longer an approved item
- The approved meter boxes are a Rectangular Black Box with Black Polymer Lids



# Questions?

- 1. Updates to Engineering Design Standards and Details
  - a) Drainage
  - b) Water Lines and Services
  - c) Water Tap and Meter Fees
  - d) Fire Hydrants
  - e) Backflow Prevention Program
  - f) Sewer Lines and Services
  - g) Wastewater Tap Fees
  - h) Construction Permits
  - i) List of Approved Manufacturers



# Engineering Design Standards and Details

January 20, 2021 City Council Meeting **Kimley »Horn** 

# Agenda Item

Consider with possible action to accept updates to Engineering Design Standards and Details document.



- <u>TO:</u> Caroline Wadzeck
- FROM: Brandon Davis
- <u>RE:</u> Consider with possible action on Ordinance No. O2022-3 regarding amendments to the Master Fee Schedule.
- DATE: January 20, 2022

## AVAILABLE FUNDING:

N/A

ATTACHMENTS:

Potable Water Tap and Meter Fees, Wastewater Tap Fees, Additional Fees, and Backflow Testing Fees Ordinance.pdf

## **ORDINANCE NO. 02022-3**

AN ORDINANCE AMENDING APPENDIX A OF THE CITY'S FEE SCHEDULE BY AMENDING ARTICLE 6.000, UTILITY RELATED FEES, SECTION 6.400, WATER AND SEWER TAP FEES, AND ADDING SECTION 6.1100, BACKFLOW TESTING FEES, ESTABLISHING POTABLE WATER TAP AND METER FEES, WASTEWATER TAP FEES, ADDITIONAL FEES, AND BACKFLOW TESTING FEES, AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, the City Council is vested with the responsibility to adjust and amend the City's Code of Ordinances and fees from time to time; and

**WHEREAS,** the City's fee schedule needs to be amended to establish potable water tap and meter fees, wastewater tap fees, additional fees, and backflow testing fees.

**NOW THEREFORE, BE IT ORDAINED** by the City of Dayton, Liberty County, Texas:

<u>SECTION 1</u>. That Appendix A to the Code of Ordinances establishing the City's Fee Schedule, Article 6.000, Utility Related Fees, shall be amended by amending Section 6.4000, Water and Sewer Tap Fees, and by adding Section 6.1100, Backflow Testing Fees, as follows:

## **APPENDIX A**

## **FEE SCHEDULE**

## ARTICLE 6.000 UTILITY RELATED FEES

Sec. 6.400 Potable Water Tap and Meter Fees, Wastewater Tap Fees, and Additional Fees.

(a) Potable water tap and meter fees and additional fees are as follows:

Potable Water Tap and Meter Fees		
	With Meter and Box Short Side	\$1,250.00
<sup>3</sup> ⁄ <sub>4</sub> " Meter Tap	With Meter and Box Long Side	\$2,400.00
	Meter and Radio Only	\$375.00
	With Meter and Box Short Side	\$1,350.00
1" Meter Tap	With Meter and Box Long Side	\$2,500.00
	Meter and Radio Only	\$450.00
	With Meter and Box Short Side	\$2,500.00
2" Meter Tap	With Meter and Box Long Side	\$4,050.00
	Meter and Radio Only	\$1,400.00

	<b>#2 7</b> 00 00	
-	\$3,700.00	
Long Side Tap	\$4,600.00	
Meter Vault Package	\$11,500.00	
Short Side Tap	\$3,800.00	
Long Side Tap	\$4,700.00	
Meter Vault Package	\$13,500.00	
Short Side Tap	\$5,250.00	
Long Side Tap	\$5,500.00	
Meter Vault Package	\$19,500.00	
Short Side Tap	\$6,000.00	
Long Side Tap	\$6,500.00	
Meter Vault Package	\$25,000.00	
Minor Highway Crossing	\$625.00	
(maximum 3 lanes)		
Line Crossing (more than 8 ft. of	\$450.00	
cover)		
$\frac{3}{4}" - 2"$ Meter (up to 15 feet)	\$200.00	
4" – 8" Meter	Priced by Public	
	Works Director	
$\frac{3}{4}" - 2"$ Meter (up to 15 feet)	\$500.00	
Meter Greater Than 2" or	Priced by Public	
Relocation Longer than 15 feet	Works Director	
Double Meter Box	\$250.00	
Single Meter Box	\$125.00	
Short Tap with Removal of Asphalt and/or Concrete		
Long Tap with No Asphalt Patch		
	Short Side TapLong Side TapMeter Vault PackageShort Side TapLong Side TapMeter Vault PackageShort Side TapLong Side TapLong Side TapMeter Vault PackageMinor Highway Crossing (maximum 3 lanes)Line Crossing (more than 8 ft. of cover)3/4" - 2" Meter (up to 15 feet)4" - 8" Meter3/4" - 2" Meter (up to 15 feet)Meter Greater Than 2" or Relocation Longer than 15 feetDouble Meter Box Single Meter BoxAsphalt and/or Concrete	

(b) Wastewater tap fees and additional fees are as follows:

Wastewater Tap Fees			
	Short Side	\$825.00	
Residential 4" Tap	Long Side with Paved Streets	\$1,600.00	
	Long Side with No Paving	\$1,000.00	
Commercial/Development	Short Side	\$1,000.00	
Commercial/Development 6" - 8" Tap	Long Side with Paved Streets	\$1,750.00	
0 - 8 Tap	Long Side with No Paving	\$1,200.00	
Additional Fees (Residential	4")		
Boring for Road Crossing	Taps that require a street bore no	\$625.00	
	more than 50 linear feet shall		
	incur a fee. Any bore exceeding		
50 linear feet shall incur a \$20 per			
Short Tap with Removal of A	Asphalt and/or Concrete	\$800.00	
Long Tap with No Asphalt P	\$575.00		

Additional Fees (Commercial/Development 6" – 8")		
Boring for Road Crossing	Taps that require a street bore up	\$2,400.00
	to 50 linear feet shall incur a fee.	
	Any bore exceeding 50 linear feet	
	will incur an additional \$35 per	
	linear foot charge.	
Short Tap with Removal of A	\$800.00	
Long Tap with No Asphalt F	Patch	\$575.00
Sanitary Sewer Manhole	installation including labor and	\$5,500.00
materials $(6" - 8" \text{ taps})$ not to exceed 8 feet in depth		
Sanitary Sewer Line extensions, refer to boring cost per linear		\$35.00/LF
foot		

(c) For clarification, material requirements associated with water taps, sewer taps, manholes, collection line pipe and distribution line pipe shall meet or exceed those standards provided and approved by the city's director of public works; their determination being final in matters relating to acceptable materials.

## Sec. 6.1100 Backflow Testing Fees.

(a) All backflow testers and contractors that perform mandated backflow assembly tests within the City of Dayton shall be required to submit the result of each backflow test and maintenance report to the City or the City's designee. For each backflow test and maintenance report submitted to the City or the City's designee, the backflow tester shall pay the City or the City's designee \$14.95 per report at the time of test submission.

<u>SECTION 2</u>. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

<u>SECTION 3</u>. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

<u>SECTION 4</u>. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

<u>SECTION 5</u>. That this Ordinance shall be in full force and effect immediately upon its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Dayton, this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

## **CITY OF DAYTON, TEXAS**

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary



## <u>TO:</u> Caroline Wadzeck

FROM: Roy Rodriguez

<u>RE:</u> Consider with possible action on Resolution R2022-8 declaring equipment as surplus property and approving an agreement with Rene' Bates Auctioneers Inc. for the sale of said surplus equipment.

DATE: January 20, 2022

## COMMENTS:

City staff is requesting to enter into an agreement with Rene' Bates Auctioneers Inc. for the sales of city equipment that is no longer used by department.

René Bates Auctioneers, Inc. proposes to conduct Online Auctions for the City of Dayton, Texas for 7.5% of all fleet vehicles, heavy equipment, and miscellaneous items. The city has utilized Rene' Bates in the past for the sales of surplus items and has been very successful.

AVAILABLE FUNDING: N/A

ATTACHMENTS: Resolution R2022-8.pdf Auction Items 2022.pdf

## **RESOLUTION NO. R2022-8**

### **City of Dayton**

## A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, DECLARING CITY PROPERTY AS SURPLUS AND APPROVING THE HIRING OF RENE' BATES AUCTIONEERS INC. TO CONDUCT AN AUCTION FOR SAID EQUIPMENT ON BEHALF OF THE CITY

WHEREAS, the City Council finds it necessary and appropriate to declare the equipment listed in the attached contract with Rene' Bates Auctioneers, Inc. as surplus property that should be sold at auction; and

WHEREAS, Texas law regulates the means by which cities can purchase and sale property; and

WHEREAS, the City Council desires to hire Rene' Bates Auctioneers Inc. to conduct a public auction in order to sell the equipment listed in the agreement attached as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby declares the equipment listed in the contract with Rene' Bates Auctioneers, Inc. as surplus property, and approves said contract attached as Exhibit "A" authorizing Rene' Bates Auctioneers Inc. to perform a public auction to sell said equipment.

PASSED AND APPROVED this day of , 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary

# EXHIBIT A



René Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for the City of Dayton, Texas on an as needed basis under the following terms and conditions:

René Bates Auctioneers, Inc.'s Responsibilities:

- 1. Conduct online auctions for the City of Dayton, Texas at their request.
- 2. Set starting prices for each online auction item or coordinate with your designee to set starting prices for each online auction item, if so desired.
- 3. Post all online auction information on www.renebates.com.
- 4. Conduct and monitor auction items for approximately two weeks prior to the closing date of each online auction conducted.
- 5. Advertise your online auction, as necessary, through our normal channels such as, but not limited to, newspapers, trade journals, and print brochures at our sole discretion. RBAI shall not be responsible for advertising required of governmental entities under state law.
- 6. Generate and send a minimum of two email blast notices to our entire email database when your auction has been posted.
- 7. Invoice all successful bidders once your auction has closed.
- 8. Collect all auction proceeds including any applicable sales tax from the successful bidder(s).
- 9. Generate paid receipts to the buyer with a copy to your approved distribution list.
- 10. Balance all auction payments received with actual sales results.
- 11. Remit all monies, less commission and sales tax, to your designee.
- 12. Remit all sales tax collected to the State of Texas Comptroller under our Texas Sales and Use Tax Permit #17517183822 on a monthly basis.
- 13. Maintain all documentation for exemptions, resale certificates, and export certifications for sales tax for the State of Texas.
- 14. Maintain records of all your auctions for three years.

City of Dayton, Texas' Responsibilities:

- 1. Provide a list of all items to be sold and gather information on all auction items and take digital photographs of each auction and send to RBAI.
- 2. Have auction contact person (Fleet Manager or designee) complete Vehicle Information Sheets on all vehicles and heavy equipment and forward to RBAI.
- 3. Conduct onsite viewing of all auction items before the closing of each online auction in order for bidders to physically inspect auction items.
- 4. Contact local news media for a Public Service Announcement informing the local public of the upcoming online auction and handle all legal advertising as required by the City of Dayton, Texas. Provide a link on your website to www.renebates.com to direct potential buyers to your auction.
- 5. Transfer all titles to successful buyers after the City of Dayton, Texas has received an electronic paid receipt from RBAI.
- 6. Oversee removal and checkout of all paid auction items.

René Bates Auctioneers, Inc. proposes to conduct Online Auctions for the City of Dayton, Texas for 7.5% of all fleet vehicles, heavy equipment, and miscellaneous items. These auctions will be conducted on an as needed basis for the City of Dayton, Texas.

Muchele Pates

Michelle Bates, Vice President René Bates Auctioneers, Inc.

Date: 1/21/21

Date:

City of Dayton, Texas Authorized Signer\*

\*Any items submitted for public auction via this contract have been declared surplus through the appropriate channels of the selling entity.

Texas Auctioneer License No.'s #6644, #15025, #12100. All auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation and are covered by a Recovery Fund administered by the Department. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-2906, www.tdlr.texas.gov.

Year:	<u>Vehi</u> Make:	<u>cle &amp; Equipme</u>	CTIONEERS, INC. nt Information Form Asset or Vehicle Numb Model: 23' Dove Trai	
	HAFDPNM 20	1000000		
Mileage: Engine Size:	Gas: 🔲 Diesel: 🗌	Propane: 🔲	Hours (if applicable): Other: 🔲 Type:	Make:
Horse Power fo	r Diesel EQUIPMENT (	not Truck) engines	5:	
Transmission:	Automatic 🗌	Manual 🔲	Other:	
Type of Seats:	Bucket 60-40 Bench	Passenger Capa	city BUSES ONLY: Floor Mats:	Rubber 🗌 Carpet 🔲
Vehicle Equipment: A/C PS PB Air Brakes Power Windows Power Locks Spotlight Rear Defrost Trunk Release	Yes	KNNNNNS<	YesRadioDoes it RunDoes it Have KeysIs it a Seized VehicleDoes it have a TitleIs it a Salvage Title orRebuilt Title	
Date Last Utilized: 20	<u>19</u>			
Repair Remarks: (work do	one recently - include o	dates)		

Known Defects & Exterior Damage: <u>Need deck bocurds + tires</u>

Other General Remarks or Descriptions: No title, bill of Sale only. Deck 8x 18! Dove tail 5x8'

Location: \_\_\_\_\_

Contact Name/Email/Phone: \_\_\_\_\_

IMG-4276.jpg



	RENÉ B	ATES A	JCTIONEERS, IN	<u>e</u> .
LM	<u>Vehi</u>	cle & Equipm	ent Information Form	
			Asset or Vehicle	Number:
Year:	Make:		Model: 8'x5' Car	go Trailer
VIN/Serial Number:	WC200C184	1302313	Л	
Mileage:			Hours (if applicable):	
Engine Size:	Gas: 🔲 Diesel: 🗌	Propane:	Other: 🔲 Type:	Make:
Horse Power for	Diesel EQUIPMENT (	not Truck) engin	les:	
Transmission:	Automatic 🗌	Manual 📃	Other:	
Type of Seats:	Bucket 60-40 Bench	Passenger Cap	pacity BUSES ONLY: Floor	Mats: Rubber Carpet
Vehicle Equipment:				
A/C PS PB Air Brakes Power Windows Power Locks Spotlight Rear Defrost Trunk Release	Yes	MMMMMMM8	Radio Does it Run Does it Have Keys Is it a Seized Vehicle Does it have a Title Is it a Salvage Title or Rebuilt Title	Yes No
Date Last Utilized: 20	19			
Repair Remarks: (work dor	ne recently - include c	lates)		
	<b>D</b>			
Known Defects & Exterior Ligut repairs	and back	door has	small hole	
Other General Remarks or <u>title</u> not rec	Descriptions: A wired, So	old wit	h bill of sale	. L-8.5' W-5' H-5'

Location: \_\_\_\_\_

Contact Name/Email/Phone: \_\_\_\_\_



	RENÉ B	ATES AL	ICTIONEERS.	INC.
	<u>Vehi</u>	cle & Equipme	ent Information Form	
			Asset or Ve	hicle Number:
Year:	Make: Forc	I RACTO	DR Model: 50	210
VIN/Serial Number:	CU82950			
Mileage:			Hours (If applicable):	
Engine Size: 4.2L	Gas: 🔲 Diesel: 🖊	Propane:	Other: 🔲 Type:	Make:
Horse Power for	r Diesel EQUIPMENT (	(not Truck) engine	es:	
Transmission:	Automatic 🛄	Manual 🗌	Other:	
Type of Seats;	Bucket 60-40 Bench	Passenger Capa	city BUSES ONLY;	Floor Mats; Rubber 🗌 Carpet 🛄
Vehicle Equipment:				
A/C PS PB Air Brakes Power Windows Power Locks Spotlight Rear Defrost Trunk Release	Yes		Radio Does it Run Does it Have Keys Is It a Seized Vehic Does it have a Title Is it a Salvage Title Rebuilt Title	
Date Last Utilized:	19			
Repair Remarks: (work do	ne recently - include	dates)		
Known Defects & Exterior	Damage: Lects new P	satteny		
Other General Remarks or 12hp. Was	Descriptions:	y when	removed fro	om service
Location:	<u> </u>	<i>i</i>		
Contact Name/Email/Phor	ie:			



	' RENÉ B	ATES AL	ICTIONEERS, INC.	
I.M	Vehi	<u>icle &amp; Equipm</u>	ent Information Form	
<b>AN</b>			Asset or Vehicle Numb	Der:
Year:	Make: Wood	Chipper	Model: (200) SP	111hp3
VIN/Serial Number:	3736622			
Mileage:			Hours (if applicable): 1023	
Engine Size:	Gas: 🗌 Diesel: 🛛	Propane:	Other: 🔲 Type:	Make:
Horse Power fo	r Diesel EQUIPMENT (	(not Truck) engin	es:	
Transmission:	Automatic 🗌	Manual 🔲	Other:	
Type of Seats:	Bucket 60-40 Bench	Passenger Capa	acity BUSES ONLY: Floor Mats:	Rubber 🗌 Carpet 📘
Vehicle Equipment:	Users			
A/C PS PB Air Brakes Power Windows Power Locks Spotlight Rear Defrost Trunk Release	Yes		YesRadioDoes it RunDoes it Have KeysIs it a Seized VehicleDoes it have a TitleIs it a Salvage Title orRebuilt Title	
Date Last Utilized: 20	8			

Repair Remarks; (work done recently - include dates)

Known Defects & Exterior Damage: <u>no</u> liguts, needs tires, no coolant, needs battery

Other General Remarks or Descriptions:

Location:

Contact Name/Email/Phone: \_\_\_\_\_



		ICTIONEERS, INC. ent Information Form
		Asset or Vehicle Number:
Year: 1998	Make: Chevrolet	(6Yard) Model: <u>C (0</u> 500
VIN/Serial Number:	GBJTHIDTXJ1000	
Mileage: 8012		Hours (if applicable):
Engine Size:	Gas: 🗹 Diesel: 🔲 Propane: 🗌	Other: Type: Make:
Horse Power for	Diesel EQUIPMENT (not Truck) engin	les:
Transmission:	Automatic 🥢 Manual 🗌	Other:
Type of Seats:	Bucket Passenger Cap 60-40 Bench	acity BUSES ONLY: Floor Mats: Rubber Carpet
Vehicle Equipment:		
A/C PS PB Air Brakes Power Windows Power Locks Spotlight Rear Defrost Trunk Release	Yes No	Radio    Yes    No      Does it Run    Image: Constraint of the second seco
Date Last Utilized:		
Repair Remarks: (work do	ne recently - include dates)	
Known Defects & Exterior	Damage: jump. bed n	epairs needed
Other General Remarks or	-	
Location:		

Contact Name/Email/Phone: \_\_\_\_\_



140/00

			ETTONEERS. Ent Information Form Asset or Ve		<b>.</b>
Year:	Make: 5' Brus	h Hog Attachn			
VIN/Serial Number:					
Mileage:			Hours (if applicable):		
Engine Size:	Gas: 🗌 Diesel: 🗌	Propane:	Other: 🔲 Type:	-	Make:
Horse Power for	r Diesel EQUIPMENT (	not Truck) engine	25:		
Transmission:	Automatic 🗌	Manual 🗌	Other:	×	
Type of Seats:	Bucket 60-40 Bench	Passenger Capa	acity BUSES ONLY:	Floor Mats:	Rubber 🗌 Carpet 🛄
Vehicle Equipment:					
A/C PS PB Air Brakes Power Windows Power Locks Spotlight Rear Defrost Trunk Release	Yes	KINNNNNNN S	Radio Does it Run Does it Have Keys Is it a Seized Vehic Does it have a Title Is it a Salvage Title Rebuilt Title	e 🔲	
Date Last Utilized:	)				
Repair Remarks: (work do  Known Defects & Exterior	190 <u>1</u> 9 (1930-1944)	dates)			
Other General Remarks or <u>54</u> Set wp	Descriptions:	to volv	oquick releas	se tra	ckhoe
Location:					
Contact Name/Email/Phor	າe:				





## TO: Caroline Wadzeck

## FROM: Roy Rodriguez

- <u>RE:</u> Consider with possible action Resolution No. R2022-9 hiring Kimley-Horn Engineering Firm for the American Rescue Plan Project.
- DATE: January 20, 2022

## COMMENTS:

The City of Dayton is receiving funds from the American Rescue Plan (ARP Act) program from the U.S. Department of Treasury. Accordingly, the City is seeking to contract with a qualified Engineering/Architectural/Surveying Firm (individual/firm) to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. These services are being solicited to assist the City in its preparation and project implementation of American Rescue Plan Act contract(s), to support eligible activities in the City of Dayton. After reviewing the four bids received, the City of Dayton staff has selected Kimley-Horn Engineering Firm for the projects.

AVAILABLE FUNDING: Funding from the ARP Act

ATTACHMENTS: Kimley Horn ARRP resolution.pdf SOQ\_City of Dayton\_American Rescue Plan.pdf COD Staff Score Sheets.pdf Kimley-Horn Qualifications\_Dayton Engineering Services for ARP Act Projects.pdf Completed RFQ for the City of Dayton.pdf City of Dayton AE SOQ.pdf

## **RESOLUTION NO. R2022-9**

### **City of Dayton**

## A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING THE HIRING OF KIMLEY-HORN ENGINEERING TO PROVIDE ENGINEERING SERVICES FOR THE CITY REGARDING THE AMERICAN RESCUE PLAN

WHEREAS, the City of Dayton is receiving funds from the American Rescue Plan program from the U.S. Department of Treasury; and

WHEREAS, the city is seeking to contract with a qualified Engineering/Architectural/Surveying Firm to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections; and

WHEREAS, these services are being solicited to assist the City in its preparation and project implementation of American Rescue Plan contract(s), to support eligible activities in the City of Dayton; and

WHEREAS, the City went out for Requests for Qualifications and received proposals from four (4) different firms; and

WHEREAS, City staff recommends hiring Kimley-Horn Engineering to serve as the city's engineering/architectural/survey firm for the American Rescue Plan project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby approves hiring Kimley-Horn Engineering to serve as the City's engineering/architectural/survey firm for the American Rescue Plan project.

PASSED AND APPROVED this day of , 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary

# STATEMENT OF QUALIFICATIONS CITY OF DAYTON

Engineering/Architectural/Surveying Services for the American Rescue Plan Act (ARP Act)

January 13, 2022





## 2615 Calder Avenue, Suite 500, Beaumont, Texas 77702

t 409.833.3363 • LJA.com • TBPELS F-1386

	POINT-OF-CONTACT
anuary 13, 2022	Toby Davis, PE
ty of Dayton Iarie Cumberland	Principal-in-Charge 409.554.8987
pok Street In, Texas 77535	⊻ tdavis@lja.com

Re: Request for Qualifications (RFQ) for Engineering/Architecture/Surveying Services American Rescue Plan Act (ARP Act)

Dear Ms. Cumberland:

LJA Engineering, Inc. (LJA) is pleased to respond to your Request for Statement of Qualifications for Engineering/ Architecture/Surveying Services to assist the City in their application and implementation of the proposed projects to support eligible American Rescue Plan Act (ARP Act) funding. LJA is an employee-owned, full-service, consulting engineering firm serving the public and private sectors in Texas, and other Southeastern US states, with a history of providing exceptional service and solutions to make the most of project resources and budgets.

## FIRM'S UNDERSTANDING OF THE SCOPE OF WORK TO BE PERFORMED

It is our understanding that the following services are of interest to the City at this time: initial engineering and design support; engineering and final design support; bid and award support; contract management and construction oversight; and specialized services.

#### **ADDITIONAL INFORMATION**

Through our experience with numerous cities and projects that grew out of Hurricanes Rita and Ike, LJA is very familiar with the special requirements of public funding and grant administration to achieve successful results for our clients. LJA works closely with our clients' staff and grant administrators to develop actionable projects which qualify for funding under various federal and state grant programs. We understand the grant application process, and how to effectively and efficiently support the process.

LJA accepts all terms and conditions contained in this RFQ. Additionally, LJA meets the appropriate state licensing requirements to practice as an engineering firm in the state of Texas. LJA has not, and will not, engage in any unethical practices at any time. No substandard work has been performed within the last five years.

We appreciate the opportunity to submit this Statement of Qualifications. LJA is committed to providing quality professional services to the City on this project, and we look forward to your favorable consideration. If you have any questions concerning our submittal, please call me at 409.554.8987.

Sincerely,

Toby Davis, PE Principal-in-Charge & Vice President

## TABLE OF CONTENTS

## EXPERIENCE......1

- » Brief History
- » Our Services
- » Experience in Federally-Funded Local Projects
- » Similar Project Experience in the General Region

## 

- » Past Projects Completed on Schedule, In Budget, and High Quality
- » Past Local Government Clients
- » References

## 

- » Understanding of the Project Scope
- » Scope of Work the Service Provider Proposes to Perform
- » Staff Level/Experience of Staff
- » Adequacy of Resources
- » Organizational Chart
- » Resumes

## SUBMISSION REQUIREMENTS

- » Certificate of Insurance
- » Statement of Conflicts of Interest
- » System for Award Management
- » Form Conflict of Interest Questionnaire (CIQ)
- » Certification Regarding Lobbying
- » Form 1295/Required Contract Provisions





## EXPERIENCE

## We seek solutions.

LJA was established to be the premier engineering firm across the Southeastern US by providing high quality, innovative, and cost-effective services to our clients. From the beginning, the firm stood out by recognizing the importance of quality engineering solutions amid a culture of visionary leadership and collaborative delivery. Our reputation is built upon a 50-year legacy of mutual trust – among our staff and our clients – driving our commitment to deliver the best solutions to complex building and business challenges.

Founded in 1972 when John "Dutch" Lichliter established The Lichliter Company, Bill Jameson joined the firm in 1976 as president and the firm was renamed Lichliter/Jameson & Associates. The firm evolved into LJA Engineering, Inc. in 2011, as it is known today. At LJA, we continue to build upon our reputation, while broadening our knowledge and constantly striving to be better.

To us, there is no measure that matters more than our own drive to exceed the firm we were yesterday. And, to our clients, this is what they value most and have come to expect. Our history defines us, but in no way limits us. We are proud of landmark projects from our past and look forward to blazing a new path and setting the new standard. The best companies are about great people — and great people, working together, make great projects.

With over 1,300 employees in 45 offices across Texas, Tennessee, Oklahoma, Florida, Georgia, and Utah, we are organized around nine comprehensive sectors:

- » Public Infrastructure
- » Land Development
- » Energy Services
- » Environmental & Coastal
- » Surveying

- » Rail Services
- » Water Resources
- » Construction Engineering & Inspection
- » Transportation

LJA has received awards for not only project excellence, but more importantly for our ability to connect with our employees, our clients, and our communities. National and regional awards over the years include:

» Top Workplace

- » Best Places to Work» Hot Firm
- Fast 100
- » Top Design Firm
- » Top Civil/Structural Firm

LJA was recently named #57 by ENR National as a Top 500 Design Firm, #41 as a Top Pure Design Firm, #124 by ENR Top 150 Global Design, and as the 2019 Design Firm of the Year by ENR Texas & Louisiana.







**1,300** 



SECTORS

45

OFFICES



## **OUR SERVICES**

## 

- DEVELOPMENT
- » Discovery Program Tract Analysis
- » Property Evaluations
- » Condition Assessments
- » Feasibility Analysis
- » Water Treatment and Distribution
- » Wastewater Collection and Treatment
- » Hydrology and Hydraulics
- » Dry Utility Coordination
- » Bond Applications
- » Storm Water Management
- » Erosion Controls
- » Sedimentation Controls
- » Roadway Design
- > Traffic Engineering
- » Construction Administration
- » Platting
- » Special Financing District

## URBAN PLANNING AND LANDSCAPE ARCHITECTURE

- » Master Planning
- » Feasibility Studies
- » Community and Town Planning
- » Construction Management
- » Design and Construction Observation
- » Urban Renewal and Revitalization
- » Retail and Mixed-Use Design
- » Land Use Planning and Approvals
- » Livable Communities
- » Urban, Leisure, Neighborhood
- » Irrigation Design
- » Streetscape and Hardscape Design
- » Greenways, Trails, and Open Space
- » Parks, Amenity and Recreation Design
- » Site Design and Analysis

#### PUBLIC WORKS AND INFRASTRUCTURE

- » Design and Rehab of Water and WWTP
- » Site Work, Utilities
- » Drainage Design
- » Flood Control Studies
- » SWPPP
- » Feasibility Studies and Design Reports
- » Vulnerability Assessments
- » Permit and Grant Applications
- » Emergency Response Plans
- » Construction Management

#### SITE DEVELOPMENT

- » Feasibility Studies
- » Conceptual Grading Utility Analysis
- » Site Civil Design
- » Surveys ALTA Surveys
- » Infrastructure Design and Cost Estimates

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Engineering/Architectural/Surveying Services

- » Constraint Evaluation
- » Commercial Plats
- » Utility Design and Coordination
- » Public Involvement
- » Retail, Mixed-Use, Multifamily, Commercial, Business, Industrial Park and Warehouse, Offices, Medical Facilities

» Basis of Design Studies

Model

Modelina

Historic)

Geology

Assessments

Assessments

Coordination

» Field Data Collection

» Wetland Delineations

» Phase I Environmental Site

» Phase II Environmental Site

» State and Federal Permitting

- U.S. Army Corps of Engineers

- Other State and Federal Jurisdictions

- Texas General Land Office

**Environmental Quality** 

- US Fish and Wildlife Service

- Texas Historical Commission

» Regulatory Coordination

- Texas Commission on

SUBSURFACE UTILITY

**ONE-CALL AND UTILITY** 

» Electronic Pipeline Locating

» Exposure by Hydro Excavation

» Regional Flood Protection Plans

» Stormwater Management Plans

» Stormwater Pumping Stations

» Stormwater Quality Facilities

We seek solutions. » 2

140

» Precise Horizontal and Vertical Utility

**ENGINEERING (SUE)** 

RESEARCH

» ROW Permitting

» Traffic Control

Location

» Report of Findings

WATER RESOURCES

» Watershed Master Plans

» Grant Applications

» Storm Sewer Systems

» Detention Basins

» Levees and Dams

» 3-D Modeling

» Mapping

» Channels

Streamflow H&H Modeling

» Wetland Mitigation

**ENVIRONMENTAL** 

» Effects of Ship Wakes: Numerical

» Storm Damage Assessment

» Shoreline Change Monitoring

» Circulation and Water Quality

» NEPA Environmental Assessments

» Cultural Resources (Historic and Pre-

» Threatened and Endangered Species

- » K–12 and Higher Education Universities
- » Parks, Sports Stadiums, Arenas
- » Jails
- » Government Facilities, Embassies

## GEOGRAPHIC INFORMATION SYSTEMS

#### » Discovery

- » Economic Development
- » Utility Mapping and Utility Management
- » Data Collection
- » District GIS Projects and Operations
- » Specialty Mapping, Exhibits
- » GIS Web Application Development
- » Thematic Mapping, 3-D Spatial Modeling
- » Project Management and Development

#### TRANSPORTATION

- » Traffic Impact Analysis Studies
- » Major Event Traffic Management Planning
- » School Impact Analysis Studies
- » Thoroughfare Planning
- » Corridor and Route Studies
- » Schematic Design
- » Feasibility Studies
- » Data Collection and Mapping
- » Traffic Engineering Studies
- » Traffic Signal Timing and Design
- » Intelligent Transportation Systems
- » Pedestrian Facilities Planning
- » Signing and Pavement Markings
- » Parking and Circulation Studies
- » Major TxDOT Project Experience
- » Bridge Layouts
  - Bridge Design
  - Hydrology and Hydraulics
  - Construction Sequencing
  - Utility Relocations
  - Retaining Walls

### COASTAL

- » Revetments
- » Breakwaters
- » Bulkheads
- » Dredging
- >> Wharf Restoration>> Beach Nourishment>> Dune Restoration

» Marsh Restoration

» Erosion Response Plans

» Capital Improvement Plans

- » Water Amenities
- » Field Data Collection
- » Streamflow Measuring
- » Stormwater Quality Investigations
- » Water Quality Sampling
- » NPDES Permits
- » Bridge Scour Analysis
- » FEMA Submittals

## SURVEYING

- » Oil and Gas Well Stakeouts
- » Pipeline Route Surveys
- » Pipeline Route and As-Built Surveys
- » Boundary Surveys
  - Plat of Surveys
  - Legal Descriptions for Deed Records
  - Easement Descriptions and Exhibits
  - Subdivision of Land and Platting
- » Design and Topographic Surveys
  - Digital Contouring
  - Digital Planimetrics
  - Facility and Utility Locations
  - Detailed As-Built Drawings
- Horizontal and Vertical Control for Aerial Mapping
- » Construction Staking
  - Subdivisions
  - Streets and Highways
  - Utilities
  - Buildings
- » ROW Maps and Surveys
- » Geodetic Control Surveys
- » Land Title Research

## CONSTRUCTION MANAGEMENT

- » Safety Management and Oversight
- » Surveying
- » Constructibility
- » Schedules
- » Change Management
- » Construction Estimates
- » Construction Inspection
- » Minimize Train Traffic Interruptions
- » Strict Budget Maintenance
- » Maintain Clean Audit Trail
- » Funds Reallocation

## RAIL

- » Operations
  - Rail Car Movement Optimization
  - Classification Yard Efficiency
  - Rail Computer Modeling
  - SIT Yard Planning
  - Operating, Track and Mechanical

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- Compatibility Studies
- » Design Engineering
  - Track Geometry
  - Bridges
  - Facilities
  - Yards

- Automotive Translocal
- Intermodal
- Bulk Transfer
- Capacity Improvements
- Signal Support
- » Safety Management and Oversight

» Instrument Data Sheets

» Conduit Fill Calculations

» Power System Studies

» Power Quality Analysis

» Security Systems - Electrical

>> UPS Sizing - HD Acceptance>> Electrical Ladder Logic Diagrams

and Load Banks

» Transformer Sizing

» Conduit Layout» Electrical Details

» Panel Layout Outlines

» Street/Parking Lot Lighting

Schematics/Drawings

Landscape Lighting
 Control Schematics

» Grounding Plot Plan

Items

» Loop Diagrams

» Motor (hp) Sizing

Speed Drives

» Generator Sizing

Controls Work

» Conduit Schedule Sheets

» Calibration Information

» Bulk and Commodity Materials Lists

» Power Factor Correction Capacitors

» Building Lighting Schematics/Drawings

» Equipment and Instrument Listing

» Electrical Interconnect Diagrams

» Completed Material Listing of Bulk

» Equipment and Instrumentation Listing

» Variable Frequency Drives/Adjustable

» Motor Control Centers [Low Voltage

(<600V) to Medium Voltage (36kV)]

» Lift Station - Electrical/Instrumentation

We seek solutions. » 3

141

» Hazardous Area Classification

- » Surveying
- » Constructibility
- » Schedules
- » Change Management
- » Construction Estimates
- » Construction Inspection
- » Minimize Train Traffic Interruptions
- » Strict Budget Maintenance
- » Maintain Clean Audit Trail
- » Funds Reallocation

## MIDSTREAM

- Engineering/Design of Storage and Distribution Terminals
- » Pipeline Design
  - Transmission
  - Gathering
  - IBL
- » Foundation Design
  - Vertical Pile Design
  - Lateral Pile Design
  - Structural Slabs
  - Ring Walls
  - Finite Element Analysis
- » Structures
  - Steel, Concrete and Timber
  - Frames
  - Bridges
  - Docks
- » Retaining Structures
- Bulkheads, Cofferdams, and Walls
- » Mechanical Design
  - Piping and Instrumentation
  - Piping Plans and Isometrics
  - Rotating Equipment (API and ANSI)
  - Static Equipment (ASME, API, TEMA)
  - Stress Analysis (Piping and
- Equipment) >> Tank Design and Construction Support
- » Rigging Design

» Project Scheduling

» Equipment Layout

**ELECTRICAL** 

» Site Plan

Sheets

Engineering/Architectural/Surveying Services

» Procurement Assistance

- Crane Installation Design - Temporary Structures

>> Electrical One Line Drawings>> Building Electrical Plans, Elevations,

Sections, and Details

» Electrical Load Calculations

» Major Equipment Specifications and Data

## **EXPERIENCE IN FEDERALLY-FUNDED LOCAL PROJECTS**

With an extensive history of successful drainage, road and bridge, and public utility projects on every scale, LJA is uniquely qualified to provide exceptional service to the City in conjunction with H&H studies, flood mitigation, rehabilitation of storm damaged infrastructure, drainage enhancements, water infrastructure projects, and sanitary sewer plants. Through our experience with numerous City and County recovery projects in the aftermath of Hurricanes Rita and Ike, LJA is intimately familiar with the special requirements of the GLO, FEMA, TDEM, and a variety of other storm recovery funding sources. LJA's staff has a demonstrated history of successfully navigating the grant administration and public funding processes to achieve successful results for our clients.

LJA is a southeast Texas civil engineering firm with a long-standing record of work on primarily public works infrastructure projects for local government entities. Along with the former Carroll & Blackman, Inc., that merged with LJA Engineering in 2016, we have served as the design engineer on many Community Development Block Grant (CDBG) funded projects administered through the Texas Department of Agriculture (TDA), TCDP, ORCA, and Texas Water Development Board (TWDB) dating back to the mid-1970s. We have successfully assisted clients with obtaining grant funds, and completed many road rehabilitation, water and wastewater service enhancement, and drainage improvement projects funded through various grant and cost sharing programs.

LJA has completed numerous successful FEMA claims from previous disaster events on the Texas Gulf Coast and successfully navigated the funding and permitting systems associated with a wide variety of federal grant programs, including:

- » Hazard Mitigation Grant Program (HMGP)
- » Flood Mitigation Assistance Program (FMA)
- » Pre-Disaster Mitigation Grant Program (PDM)
- » Community Development Block Grant Disaster Recovery Program (CDBG-DR)

Through our broad range of projects, we have gained invaluable experience with successful permitting and project management under the terms of various state and federal agencies, including GLO, FEMA, USACE, SHPO, EPA, TDEM, TWDB, and TDA among others.

# We have been integrally involved in state and federally funded disaster recovery and mitigation projects dating back to Hurricane Rita in 2005 and have recently completed several projects related to disaster recovery resulting from Hurricane Ike in 2008.

## SIMILAR PROJECT EXPERIENCE IN THE GENERAL REGION

After Hurricanes Rita and Ike, LJA successfully assisted Jefferson County Drainage District #7 (DD7) with acquiring FEMA funding for reimbursement of expenses associated with preparation for the storm events, emergency recovery expenses, and permanent repairs. In addition to DD7, LJA has assisted Trinity Bay Conservation District in Chambers County, Lumberton MUD in Hardin County, and Mauriceville SUD in Orange County with permanent repairs funded by FEMA Public Assistance funding in the aftermath of Hurricane Ike. We assisted these clients with insurance claims, followed by FEMA Public Assistance funding, and design of repairs to their respective wastewater and water treatment facilities, including two surface water plants and six wastewater plants damaged by flooding and high winds. The proposed team members work out of our Beaumont office, and they have extensive experience in the general region.

## LJA has accumulated considerable experience with drainage, transportation, water, and wastewater projects for a variety of clients.



## WORK PERFORMANCE

## SILSBEE 2020 SANITARY SEWER REHABILITATION PROJECT

• Silsbee, TX

- CLIENT NAME City of Silsbee
- DATE Ongoing
- SSS COST \$809,761

## CLIENT CONTACT

**DeeAnn Zimmerman** *City Manager* 409.385.2863

## PERFORMANCE

$\checkmark$	On Time
$\checkmark$	Within Budget
~	High Quality

This contract will provide the rehabilitation of approximately 9,000 LF of existing 6"-22" sanitary sewer lines by the pipe-bursting method of construction; furnish and install approximately 185 LF of 10"-22" sanitary sewer line encased in 14"-26" steel casing by open cut; remove and replace 30 manholes; furnish and install one manhole; replace main line cleanouts; and connect services to the properties. Supplemental bid items are also included for the construction of temporary point repair and providing bypass pumping, as necessary. Deductive alternate bid items are included to replace the sanitary sewer mainline cleanout with traffic rated concrete boxes, in lieu of replacing with concrete manholes.

## SILSBEE 2021 SANITARY SEWER REHABILITATION PROJECT • Silsbee, TX

CLIENT NAME City of Silsbee

DATE Ongoing

€ COST \$1.6M

## 

**DeeAnn Zimmerman** *City Manager* 409.385.2863

PERFORMANCE	
$\checkmark$	On Time
$\checkmark$	Within Budget
$\checkmark$	High Quality

This project will provide the rehabilitation of approximately 10,500 LF of existing 6"-22" sanitary sewer line by the pipe-bursting method of construction or cured in place; if necessary, remove and replace 40 manholes; replace main line clean outs; and connect services to the properties. Supplemental bid items are also included for the construction of temporary point repair and providing bypass pumping, as necessary. Deductive alternate bid items are included to replace the sanitary sewer mainline clean outs with traffic rated concrete boxes, in lieu of replacing with concrete manholes.



# SILSBEE SOUTH WASTEWATER TREATMENT PLANT - AMMONIA EXCURSION

## • Silsbee, TX

CLIENT NAME City of Silsbee

DATE Ongoing

**S COST** \$35,000

## CLIENT CONTACT DeeAnn Zimmerman

*City Manager* 409.385.2863

# PERFORMANCE ✓ On Time ✓ Within Budget ✓ High Quality

The City of Silsbee, Texas' South WWTP has experienced permit excursions on NH3 over the past year(s). The specific cause of these excursions is unknown, though there are some general ideas as to the cause. LJA Engineering, Inc. proposed to review the existing South WWTP construction drawings, design parameters, and operational data to pinpoint the cause(s). The South WWTP design is currently being evaluated, rainfall records evaluated against permit excursions, and proper oxygenation, and sludge handling reviewed. The above evaluations, once completed, will be presented in a draft report to the City, along with recommended solutions and construction cost estimates. LJA will then meet with the City to review and discuss the report. Any changes or corrections will be incorporated, and a final version of the report will be issued to the City.

## SILSBEE 2020 ROAD REHAB PROJECT

## • Silsbee, TX

CLIENT NAME City of Silsbee

**DATE** 2020

€ COST \$600,000

## **CLIENT CONTACT**

**DeeAnn Zimmerman** *City Manager* 

409.385.2863

PERFORMANCE	
~	On Time
$\checkmark$	Within Budget
-	High Quality

The project scope for the project includes but is not limited to:

- » Cut/pulverize existing road and mix/rework road base. Shape and compact
- » Furnish, place, shape and compact 2" to 4" thick limestone flexible base as shown on the plans
- » Prime coat application
- » HMAC Surface construct new hot mix asphaltic concrete surface
- » HMAC for driveways as shown on the plans
- » Backfilling of pavement edges
- » Final site cleanup

Multiple project locations include:

- » Griffin Ln. Old Highway 418 to Roosevelt
- » Old Highway 418 Roosevelt to Railroad
- » Kirby Street US 96 (Business) to E. Ave E
- » East Ave. E Kirby to Bonner
- » East Ave. J Railroad to Cougar Lane
- » Gentry Rd. Knupple to US 96
- » Forrester St. Boll to dead end
- » Weevil St. Forrester to dead end
- » Dillon St. Forrester to dead end



We seek solutions. » 6

## SILSBEE 2021 ROAD REHAB PROJECT

## • Silsbee, TX

CLIENT NAME City of Silsbee

DATE Ongoing

Sint COST \$525,000

#### CLIENT CONTACT DeeAnn Zimmerman

*City Manager* 409.385.2863

P	ERFORMANCE
$\checkmark$	On Time

Within BudgetHigh Quality

The project scope for this project includes, but is not limited to:

- » Cut/pulverize existing road and mix/rework road base. Shape and compact
- » Furnish, place, shape and compact 2" to 4" thick limestone flexible base as shown on the plans
- » Prime coat application
- » HMAC Surface construct new hot mix asphaltic concrete surface
- » HMAC for driveways as shown on the plans
- » Backfilling of pavement edges
- » Final site cleanup

Multiple project locations include:

- » West Ave. B N. 11th to Old Highway 418
- » West Ave. C 9th to N. 11th
- » East Ave. L N. 4th to Railroad
- » Gary Ln. Lindsey to dead end
- » Boll St. Woodrow to School
- » Maxwell Dr. Durdin to West Ave. P
- » Durdin Dr. Woodrow to Marshall

## SILSBEE 2022 ROAD REHAB PROJECT

#### • Silsbee, TX

CLIENT NAME City of Silsbee



S COST

\$625,000

#### **CLIENT CONTACT**

**DeeAnn Zimmerman** *City Manager* 

409.385.2863

PERFORMANCE	
~	On Time
>	Within Budget
~	High Quality

The project scope for this project includes, but is not limited to:

- » Cut/pulverize existing road and mix/rework road base. Shape and compact
- » Furnish, place, shape and compact 2" to 4" thick limestone flexible base as shown on the plans
- » Prime coat application
- » HMAC Surface construct new hot mix asphaltic concrete surface
- » HMAC for driveways as shown on the plans
- » Backfilling of pavement edges
- » Final site cleanup

Multiple project locations TBD.



## ALLIGATOR BAYOU PUMP STATION UPGRADE

• Jefferson County, TX



CLIENT NAME Jefferson County Drainage District No. 7

**DATE** 2017

€ COST \$60M

#### **CLIENT CONTACT**

Phil Kelley General Manager 409.985.4369

# ▶ERFORMANCE ✓ On Time ✓ Within Budget ✓ High Quality

The scope of engineering services for this project consisted of the design of a 1.5M GPM storm water pump station. Engineering services included surveying, site selection, detailed hydrologic and hydraulic modeling, detailed pump selection, and structural design. Construction commenced on this project in December of 2013 and was completed in 2017. Construction inspection and management services were also provided under this contract. Other tasks related to this design included FEMA grant coordination and Texas Department of Emergency Management coordination, Corp of Engineers permitting and 408 review, support and coordination of environmental studies and clearances.

**Background:** This project was identified by a Comprehensive Drainage Master Plan Study conducted for Jefferson County Drainage District No. 7, completed in 2001. Funding for this project was provided on a cost shared basis by a FEMA HMGP grant which was originally sought under the Hurricane Rita disaster declaration in the fall of 2005. Jeff Ward of JWA handled all HMGP grant applications and administration for this project.



## TWDB DWSRF WATER SYSTEM IMPROVEMENTS PROGRAM



This project includes the replacement of the City's 300,000 gallon ground storage tank with a new tank, as well as piping replacement, a new pump building, and new controls. A generator was installed at the surface water treatment plant. Another project will include the rehabilitation of one of the City's 150,000 gallon elevated storage tanks. It is in need of minor structural repair and the coating systems must be replaced. The SCADA system will be upgraded to allow for communication with the system's elevated storage tank in order to control the high service booster pumps. Also, almost the entire water distribution system will be replaced and, in some instances, increased in size. Most of the existing lines, that have not been replaced in the last 30 years, are cast iron lines that have tuberculated on the inside. This project will replace them with new PVC lines of the same or larger sizes.

## WATER DISTRIBUTION SYSTEM IMPROVEMENTS

#### Anahuac, TX

CLIENT NAME City of Anahuac

**DATE** 2014

**S COST** \$550,000

#### CLIENT CONTACT

Kenneth Kathan City Administrator 409.267.6681

PERFORMANCE

$\checkmark$	On Time
$\checkmark$	Within Budget
~	High Quality

Much of the City of Anahuac's existing water distribution system is comprised of small diameter cast iron water lines. Over time, these lines tuberculate on the interior such that the annular space is minimal. This often causes low water pressure, and dirty or discolored water. For this project, LJA designed the replacement and, in most cases, increased the size of approximately 9,430 LF of water line located in both rear alleys and in the street ROWs. LJA coordinated the water line locations to minimize any impacts to existing utilities. Services included surveying, design, bidding phase, construction contract administration, and part-time construction observation.



## SANITARY SEWER LIFT STATION REHABILITATION

• Anahuac, TX



CLIENT NAME City of Anahuac

**DATE** Currently in Construction

S COST \$440,000

CLIENT CONTACT Cort Fyvie

Public Works Director 409.267.6681

PERFORMANCE	
On Time	
Within Budget	
High Quality	

The City of Anahuac recently approved a bond issue to rehabilitate most of its existing water and sanitary sewer systems. This includes the rehabilitation of its three sanitary sewer lift stations in the collection system. These stations are old and in need of rehabilitation. All three stations were designed with self-priming pumps installed in a dry pit located immediately above the wet well. This type of design was most likely used to reduce the static lift that the pumps had to overcome upon start up and reduce the net positive suction head. The City has experienced several instances where the hydraulic seal between the wet well and the dry pit has failed, and allowed the dry pit to fill with sewer during wet weather when the hydraulic level in the collection system is high. This resulted in damaged motors and other equipment.

LJA designed a rehabilitation project that will install new self-priming pumps on top of the pump station. It is our opinion that the self-priming pumps can achieve the lift that is required. This will be done for two of the lift stations with the third receiving minor improvements as the pumps at that station were moved to the top of the wet well previously. Other improvements will include header piping, controls, electrical, fencing, and concrete modifications.



## GLO CDBG SURFACE WATER TREATMENT PLANT AND RAW WATER POND

• Anahuac, TX



CLIENT NAME

**DATE** 2017

**S COST** \$4M

CLIENT CONTACT Kenneth Kathan City Administrator 409.267.6681

PERFORMANCE	
~	On Time
$\checkmark$	Within Budget
>	High Quality

This GLO CDBG funded project included the rehabilitation of an existing 0.936 MGD water treatment plant and the construction of a 56M gallon raw water holding pond. The water treatment plant had been shut down in 2010 due to poor performance. LJA was engaged to design a rehabilitation project that would replace the existing equipment and update the chemical feed and disinfection system. The previous plant had difficulties meeting the Disinfection Byproduct rules and its turbidity limits. LJA designed the raw water pond to provide for storage and settling as pretreatment. In addition, a chlorine dioxide disinfection system was located at the raw water pond. This allowed the City to utilize the one mile long 10" transmission line as the contact zone for the chlorine dioxide for primary disinfection. Typically, chlorine dioxide is consumed when contacting sunlight. Contact basins are normally covered. The use of the transmission line as a contact zone for the chlorine dioxide saved the City hundreds of thousands of dollars in construction.

LJA has remained committed to the City of Anahuac. We talk with the City's operators weekly as the plant operations are being optimized. LJA is also working on a \$16M project for the City that will replace most of the City's water system and wastewater system.

**History of Meeting Project Schedule:** This project was delayed twice. Once it was delayed due to unforeseen problems with the existing filters at the surface water treatment plant. Once the problem was identified, LJA developed a solution in concert with the equipment supplier. In August 2017, the plant was scheduled to go online when Hurricane Harvey hit the area. Delays ensued as existing equipment was submerged and damaged. The plant finally went online in February 2018.



## GLO CDBG SMITH POINT WATER LINE

• Winnie, TX



LJA provided drone lidar surveying, utility locations, on the ground spot surveying, utility company coordination, design phase services, bidding phase services, and construction administration for the construction of a 78,500 LF 12" water transmission line. The water line was constructed from the community of Oak Island to Smith Point in southwestern Chambers County to provide continuous potable water service. The project was through Chambers County for the Trinity Bay Conservation District and funded through the Texas General Land Office's CDBG DR program. It was a force account project, where the staff of the Trinity Bay Conservation District constructed the open cut portions of the project with their forces. LJA developed the bidding documents for the material bid and coordinated with the materials supplier during construction. This project also included a significant environmental element. Approximately 6,010 LF of directional bores were included and bid as a separate project due to wetland issues. This required that LJA coordinate with the USACE for permit coverage under the Nationwide Permit 12, and provide Preconstruction Notification to the USACE. The bores included multiple bores that were in excess of 1,500 LF.

## 250,000 GALLON ELEVATED STORAGE TANK

#### • Winnie, TX

CLIENT NAME

Trinity Bay Conservation District

DATE 2013

S COST \$700,000 This project included the construction of a new 250,000 gallon multi-legged elevated storage tank. An existing 100,000 gallon elevated storage tank was demolished once the new tank was constructed. This is the fourth elevated storage tank that LJA has designed for the Trinity Bay Conservation District.

CLIENT CONTACT Mike Will **Operations Manager** 409.296.3602 PERFORMANCE

## On Time ✓ Within Budget High Quality



## TRINITY BAY CONSERVATION DISTRICT WATER SYSTEMS IMPROVEMENTS PROGRAM

#### • Winnie, TX

#### CLIENT NAME

Trinity Bay Conservation District



**© COST** \$5M

#### CLIENT CONTACT

Mike Will Operations Manager 409.296.3602

PERFORMANCE	
~	On Time
>	Within Budget
~	High Quality

Trinity Bay Conservation District is a rural water, sewer, and drainage District that provides water and sewer services to areas of Chambers County east of the Trinity River. It includes the Winnie, Texas area in the eastern part of Chambers County, and areas outside of the City of Anahuac in the western part of Chambers County. This program encompassed ten different projects including two surface water treatment plants, four elevated storage tanks, two water transmission system projects, and three water distribution system projects. This project was a federally funded project through a loan from the Texas Water Development Board.

The District operated two water treatment plants in the Anahuac area. This project closed both water treatment plants and constructed a new single water treatment plant at the site of one of the existing water treatment plants. In order to accomplish this, a water booster station was constructed, along with approximately 11 miles of 12" water line to serve the area where the other water treatment plant was located. Closing the old, outdated water treatment plant allowed the District to consolidate its treatment operations at one site to save costs and maximize manpower.

This project also included distribution system improvements in both the rural western part of the District and within the Winnie community. There were three projects that included road bores, directional borings of navigable waterways, TxDOT Highway borings including IH 10, canal bores, residential water service restorations, and utility company coordination. These projects included approximately 74,000 LF of 6" water line, approximately 82,000 LF of 8" water line, and approximately 63,000 LF of 12" water line.

Horizon Environmental Services, a wholly-owned subsidiary of LJA Engineering, provided environmental services in relation to the Texas Water Development Board's environmental assessment requirements.

LJA has been providing engineering services to the Trinity Bay Conservation District since 1995.



## TURTLE BAYOU MASTER DRAINAGE STUDY

• Winnie, TX

#### CLIENT NAME

Trinity Bay Conservation District

**DATE** 2004

S COST \$200,000

CLIENT CONTACT Mike Will

*Operations Manager* 409.296.3602

PERFORMANCE	
$\checkmark$	On Time
$\checkmark$	Within Budget
$\checkmark$	High Quality

This project consisted of a study which included a hydrologic and hydraulic examination of the Turtle Bayou watershed located in the western portion of Trinity Bay Conservation District. This watershed covers the communities of Wallisville and Hankamer, along with some unincorporated areas within central Chambers County. The study considered 10-, 25-, 50-, and 100-year storm flows for analysis of the existing system, and proposed mitigation projects for the 100-year storm event.

This study modeled the existing and 25-year future developed conditions and identified problem areas in the channel system. The overall study project presented options for solutions to the reoccurring flooding issues throughout the watershed, and prioritized the proposed improvements. For hydrologic analyses, the USACE's HEC-HMS computer program was utilized. Watershed delineations were completed utilizing topographic surveys.

## SANITARY SEWER REHABILITATION PROJECT

#### • Vidor, TX

#### CLIENT NAME

Orange County Water Control and Improvements District No. 1

**DATE** 2014

€ COST \$23M

## CLIENT CONTACT

Chris Serres

General Manager 409.769.2669

## PERFORMANCE ✓ On Time ✓ Within Budget

✓ High Quality

This project included the rehabilitation of approximately 90,000 LF of 6" through 15" sanitary sewer lines. These lines were rehabilitated by the pipe bursting method of construction. Most of the lines were in city streets. This project included the rehabilitation and/or replacement of 154 manholes, 1,126 service replacements, and post construction television inspection and smoke testing. Portions of the lines were in FM 105 which is a TXDOT highway and Main Street, through the center of Vidor.

Other projects in this program included a new 3.0 MGD Aeromod wastewater treatment plant that included influent screening, grit removal, treatment, aeration, ultraviolet light disinfection, sludge dewatering, SCADA, and electrical.

The program also included two new sanitary sewer pump stations; one had a capacity of 2.9 MGD and the other 4.3 MGD. Approximately 25,000 LF of 16" and 18" sanitary sewer force main were constructed.



#### SANITARY SEWER IMPROVEMENTS PROGRAM -3.0 MGD WASTEWATER TREATMENT PLANT 9 Vidor. TX



CLIENT NAME Orange County Water Control and Improvements District No. 1

**DATE** 2014

**S COST** \$14M

**CLIENT CONTACT** 

**Chris Serres** *General Manager* 409.769.2669

#### PERFORMANCE

$\checkmark$	On Time
~	Within Budget
$\checkmark$	High Quality

The Orange County Water Control & Improvements District No. 1 (OCWCID1) operated four wastewater treatment plants. All four were very old, in poor structural condition, and did not consistently meet their biological or hydraulic permit limits. The OCWCID1 obtained \$27M in funding from the Clean Water State Revolving Fund and another \$4M in commercial bonds for sanitary sewer improvements. A new 3.0 MGD wastewater treatment plant was the centerpiece, replacing all four of the District's older plants. This treatment plant was constructed in a low-lying area within the 100-year flood plain, requiring measures designed to protect the plant from flooding.

After extensive research, the team that included LJA and the District, chose the Aeromod wastewater treatment plant process. This process mixes the first stage aeration, second stage aeration, clarification, and digestion into one concrete basin providing excellent biological treatment, including nitrification and denitrification. The main advantage of this plant is that there are absolutely no moving parts below the water line and everything below the water line is stainless steel, concrete, fiberglass, or PVC. All fine bubble diffusers are accessible and removable from the surface.



## SCHOOLHOUSE DITCH

• Vidor, TX

CLIENT NAME City of Vidor

**DATE** 2016

**S COST** \$6M

CLIENT CONTACT Robbie Hood City Manager 409.769.5473

PERFORMANCE	
$\checkmark$	On Time
$\checkmark$	Within Budget
~	High Quality

The scope of engineering services for this project consisted of hydraulic analysis of the Schoolhouse Ditch, which is one of the main drainage outfalls in the City of Vidor, TX. The analysis included evaluation of all roadway and railroad crossings, as well as for the channel and proper sizing of proposed facilities, which will mitigate effects of a 100-year rainfall event. Major design features for this project included channel geometry, right-of-way sizing and alignment, concrete channel lining and articulated block installations, roadway culvert, and bridge crossing structures.

**Background:** This channel and watershed were previously studied by utilizing a Texas Water Development Board Flood Mitigation Planning Grant which identified the major improvements necessary for this channel. The project was funded utilizing Disaster Recovery funds from the Hurricane Ike/Dolly disaster declarations.

#### DRAINAGE MASTER PLAN FOR COW AND ADAMS BAYOUS • Orange County, TX

CLIENT NAME

Orange County Drainage District

**DATE** 2014

COST

\$400,000

CLIENT CONTACT Don Carona General Manager 409.745.3225

PERFORMANCE	
$\checkmark$	On Time
$\checkmark$	Within Budget
$\checkmark$	High Quality

The scope of engineering services for this project consisted of a study which included a hydrologic and hydraulic examination of the Adams Bayou watershed. The work included an update of the hydrologic and hydraulic models of the previously studied Cow Bayou watershed. The Cow Bayou study considered 10-, 50-, and 100-year flows for analysis of the existing system, but only proposed mitigation projects for the 10-year storm event. This study modeled the 10-, 50-, 100-, and 500-year storm events and identified problem areas in the channel system, which had not been previously addressed. The overall study project presented options for solutions to the reoccurring flooding in both the Adams Bayou and Cow Bayou watersheds with an initial project level of the 100-year rainfall event. For hydrologic analyses, the USACE's HEC-HMS computer program was utilized. Watershed delineations were completed utilizing existing LiDAR data sets and topographic surveys.



### WATER SUPPLY AND DISTRIBUTION SYSTEM IMPROVEMENTS • Lumberton, Hardin County, TX



The Lumberton Municipal Utility District provides water and sewer services to the Lumberton, Texas area. This project included a new 3,000 GPM water well, the rehabilitation of an existing 2,500 GPM water well, two new water system booster pump stations, and water distribution system improvements. The District was deficient in water well capacity. A new well was drilled, and an existing well was rehabilitated, increasing the pumping capacity. The distribution system improvements were for areas of the District without water service or that were experiencing low pressure. The low pressure was often a result of undersized lines that had outlived their useful life. As the areas they served continued to grow in population, the demand also grew, and larger lines were needed. The challenge was installing new water lines in densely populated areas full of utilities, roads, homes, and other infrastructure. These lines were installed in the rights of way of the City, County, and TxDOT. These projects included approximately 2,600 LF of 6" water line, approximately 1,300 LF of 8" water line, approximately 10,000 LF of 10" water line, and approximately 5,000 LF of 12" water line.

LJA has been providing engineering services to the Lumberton Municipal Utility District since 1999.

## MASTER DRAINAGE STUDY

#### • Jefferson County, TX

**CLIENT NAME** 

Jefferson County Drainage District No. 7

**DATE** 2002

**S COST** \$1.2M

#### CLIENT CONTACT Phil Kelley

*General Manager* 409.985.4369

## PERFORMANCE ✓ On Time ✓ Within Budget

	internit Balagee
~	High Quality

The scope of engineering services for this project consisted of a study which included a hydrologic and hydraulic examination of all watersheds located within the boundaries of Jefferson County DD7. These watersheds cover the Cities of Port Arthur, Port Neches, Groves, Nederland, and unincorporated areas within Jefferson County. The study considered 10-, 25-, 50-, and 100-year storm flows for analysis of the existing system, but only proposed mitigation projects for the 25-year storm event. This study modeled the existing and 25-year future developed conditions and identified problem areas in the channel system. The overall study project presented options for solutions to the reoccurring flooding issues throughout the District and prioritized the \$20M of proposed improvements. For hydrologic analyses, the USACE's HEC-HMS computer program was utilized. Watershed delineations were completed utilizing topographic surveys.



## **TXDOT OFF-SYSTEM BRIDGE REPLACEMENT**



The project consisted of the Aldine Westfield off-system bridge replacement over a tributary to Greens Bayou. Preliminary hydraulics evaluation tasks included the analysis of design alternatives for roadway and bridge horizontal alignments, profile, and cross-sections. These design alternatives were studied in conjunction with identification of flows and delineation of drainage areas and the calculation of existing and proposed hydraulic features to meet City of Houston and Harris County Flood Control criteria. A hydraulic model was set up, and plan sheets for the drainage area and hydraulic data were created. The findings of this replacement were compiled in a drainage impact report for TxDOT, City of Houston, and HCFCD review and approval.

## FM 1484 RELOCATION AND MIKE MEADOR PARKWAY EXTENSION © Conroe, TX

- **DATE** 2008
- **COST** \$30M

CLIENT CONTACT Jeff Johnson, PE County Engineer

936.539.7833

PERFORMANCE	
$\checkmark$	On Time
$\checkmark$	Within Budget
$\checkmark$	High Quality



LJA directed all preliminary and detailed design services to TxDOT criteria for four miles of a new location, five-lane roadway facility. The project included extensive coordination with the County of Conroe Parks Department to improve sidewalk access to the Gene Campbell Sports Park. Sidewalk, utility, and drainage improvements were selected in collaboration with TxDOT and various City/County departments' criteria. The project allowed the extension of the Lone Star Executive Airport runway and increased the potential for future commercial, residential, and industrial development. Full improvements consisted of developing an urban five-lane curb and gutter, with a two-way continuous left turn lane, utilities, drainage, bridges, detention, and traffic signalization.



SOQ • City of Dayton
Engineering/Architectural/Surveying Services

CLIENT NAME Montgomery County

## WASHINGTON BOULEVARD RECONSTRUCTION

Beaumont, TX

CLIENT NAME City of Beaumont

DATES Phase I - 2017 Phase 2 - 2018

Description Section Se

#### CLIENT CONTACT

Amalia Villarreal *City Engineer* 409.880.3725

PERFORMANCE						
$\checkmark$	On Time					
$\checkmark$	Within Budget					
$\checkmark$	High Quality					

#### PHASE I - MLK TO AMARILLO STREET

The scope of engineering services for this project consisted of the design of a complete rebuild of existing concrete and asphalt street from MLK to Amarillo. The new roadway section consisted of 8" concrete pavement on lime stabilized subgrade and cement stabilized base. The drainage system for this project consisted of an entirely new storm sewer system and replacement of existing water and sanitary sewer systems. Additionally, the project was partially funded by a FEMA PDM grant which funded a major drainage box system and concrete-lined channel outfall system.

The project was developed based on a drainage study conducted for the City of Beaumont in the late 1980's. Plan work for the roadway and drainage project was originally completed in 1992, but the project was not funded until a FEMA HMGP grant was applied for and received in 2007. Upon funding, the plans and specifications were completely reviewed and updated relative to current standards and pursuant to the drainage grant requirements.

#### PHASE II - MLK TO INTERSTATE HIGHWAY 10

The scope of engineering services for this project consisted of the design of a complete rebuild of three miles of existing concrete and asphalt pavement from MLK to IH 10. The new roadway section consisted of 10" concrete pavement on lime stabilized subgrade and cement stabilized base. The drainage system for this project consisted of an entirely new storm sewer system and replacement of existing water and sewer system. This project also included the design and implementation of an upgraded traffic control system.

**Background:** Washington Boulevard is a major arterial located south of US 90 in Beaumont, TX. It had never undergone a complete rebuild in this threemile section of roadway. It was an old roadway, which was constructed during the growth of Beaumont in the southerly direction during the early part of the 20th century and actually had a trolley system located in the median during that era. The project was funded entirely by the County utilizing existing funds and certificates of obligation.



## FANNIN STREET RECONSTRUCTION

9 Beaumont, TX

CLIENT NAME City of Beaumont

**DATES** 2011

**S** COST \$5M

CLIENT CONTACT Amalia Villarreal City Engineer 409.880.3725

P	PERFORMANCE On Time				
>	On Time				
$\checkmark$	Within Budget				
>	High Quality				

The scope of engineering services for this project consisted of the design of a complete rebuild of existing concrete and asphalt street from 4th Street to 11th Street. The new roadway section consisted of 8" concrete pavement on lime stabilized subgrade and cement stabilized base. The drainage system for this project consisted of an entirely new storm sewer system and replacement of existing water and sanitary sewer systems. Additionally, the project was partially funded by a FEMA PDM grant which funded a major drainage box system and concrete-lined channel outfall system.

The project was developed based on a drainage study conducted for the City of Beaumont in the late 1980's. Plan work for the roadway and drainage project was originally completed in 1992, but the project was not funded until a FEMA HMGP grant was applied for and received in 2007. Upon funding, the plans and specifications were completely reviewed and updated relative to current standards and pursuant to the drainage grant requirements.

## CHAMBERS COUNTY ROAD REHABILITATION

Ohambers County, TX

#### CLIENT NAME

Chambers County

**DATES** 2011

#### **CLIENT CONTACT**

Jimmy Sylvia County Judge 409.267.2440

PERFORMANCE					
$\checkmark$	On Time				
$\checkmark$	Within Budget				
$\checkmark$	High Quality				

Engineering services for this project consisted of evaluation of deteriorated roadways throughout Chambers County. Design work included development of subgrade stabilization specifications, and flexible base and asphalt surface design. This project provided for road surface replacement and subgrade stabilization for approximately 45,000 LF of County roads at 24' wide. The project included 6" of subgrade stabilization, 4" of additional base, and 2" of hot-mix asphalt concrete. Construction observation and contract management services were also provided.



#### MORE EXAMPLES OF CDBG EXPERIENCE FOR OTHER CITIES AND COUNTIES

#### **AUGUST 2020**

Jefferson County, TX CDBG Phase VI Sewer Improvements CDBG Contract No. 7218240

#### 🛑 JUNE 2020

City of Anahuac, TX Sanitary Sewer TDA CDBG CDBG Project No. 7219001

#### 菌 MAY 2020

Tyler County, TX CDBG-DR GLO Tyler County SD Waterline GLO Contract No. 20-065-087-C248

#### 菌 MAY 2020

Tyler County, TX Woodville Sanitary Sewer GLO Contract No. 20-065-087-C248

#### 🛑 APRIL 2020

City of Silsbee, TX CDBG DR-4332 Drainage Improvement Projects CDBG-DR 20-065-102-C275

#### 🛑 MARCH 2020

City of Bridge City, TX 2019 CDBG Sanitary Sewer Line Replacement CDBG Project No. 7219050

#### FEBRUARY 2020

City of Nome, TX 2019 CDBG Water Improvements CDBG Contract No. 7219311

#### DECEMBER 2019

City of Port Neches, TX 2019 Sanitary Sewer Improvements CDBG Contract No. 7219331 🛑 JULY 2019

City of Bridge City, TX 2019 CDBG-DR Regrading/ Reshaping of Roadside Ditches CDBG Contract No. 7219027

#### NOVEMBER 2018

City of Silsbee, TX FY-2018 TCDP Sanitary Sewer Improvements CDBG Project No. 7218441

#### **NOVEMBER 2018**

City of Vidor, TX CDBG Sanitary Sewer Line Replacement CDBG Project No. 7217480

#### 菌 MAY 2017

**City of Pine Forest, TX** First Time Water and Sewer Project **CDBG Project No. 7216370** 

#### **OCTOBER 2013**

Chambers County, TX FY 2012 TBCD Winnie Sanitary Sewer Improvements CDBG Project No. 712051

#### **JULY 2013**

City of Port Neches, TX FY 2012 Post Office Lift Station Rehabilitation CDBG Project No. 712291

#### 🛑 JUNE 2013

**City of Silsbee, TX** FY 2012 CDBG Sanitary Sewer Rehabilitation **CDBG Project No. 712341** 

#### DECEMBER 2012

**City of Nome, TX** FY 2011 CDBG Sanitary Sewer Improvements **CDBG Project No. 711350**  🛑 JULY 2012

City of Anahuac, TX 2012 Sanitary Sewer Replacement CDBG Project No. 711009

#### **JUNE 2012**

City of San Benito, TX Disaster Recovery Round I Drainage Improvements CDBG Alternative Entitlement GLO Contract No. 10-596-000-5179

#### **FEBRUARY 2012**

**City of Devers, TX** 50,000 Gallon Elevated Water Storage Tank Rehab. *2010 TxCDBG Project No. 710181* 

#### 🛑 JUNE 2010

City of Silsbee, TX FY 2009 CDBG Sanitary Sewer Improvements CDBG Project No. 729939

#### 🛑 FEBRUARY 2010

**City of Nome, TX** FY 2008 CDBG Sanitary Sewer Rehabilitation **CDBG Project No. 728309** 

FEBRUARY 2009

**City of Silsbee, TX** 2008 DRS Round II/Critical Infrastructure Drainage Improvements, Dearman Street To SH 327 *TxCDBG Project No. DRS0707* 

#### **DECEMBER 2008**

**City of Nome, TX** 2006 CDBG Sanitary Sewer System Improvements Project, Sanitary Sewer Lift Station and Force Main Construction *CDBG Project No. 72641* 



#### 🛑 JUNE 2008

#### Hardin County, TX

FY 2007 - FY 2008 CDBG Sanitary Sewer First Time Sanitary Sewer Service *CDBG Project No. 727189* 

#### 🛑 APRIL 2007

#### City of Vidor, TX

2005/2006 Wastewater Systems Improvements Project Pipe-Bursting and Closed-Circuit Televising *CDBG Project No. 726689* 

#### 菌 MAY 2006

#### City of Silsbee, TX

2005 CDBG Water System Improvements 150,000 Gallon Elevated Storage Tank *CDBG Project No. 725799* 

#### 菌 MAY 2006

#### Orange County, TX

Mauriceville Special Utility District 2005 CDBG Proposed First Time Water Service for Dixie Road and Rebel Road **CDBG Project No. 725631** 

#### 🛑 MARCH 2006

#### City of Nome, TX

2004/2005 Water and Wastewater Systems Improvements Wastewater Treatment Plant Effluent Pond **CDBG Project No. 724581** 

#### 🚞 JUNE 2004

#### Hardin County, TX

North Hardin Water Supply Corporation 2003 CDBG Water Systems Improvement *CDBG Project No. 723351* 

#### 🛑 JUNE 2004

#### Hardin County, TX

FY 2002 - FY 2003 Disaster Relief Rectification and Enlargement of Coon Marsh Gully Diversion and Woodway Drive Outfalls *CDBG Project No. 722087* 

#### **JUNE 2003**

#### **City of Silsbee, TX** 2002 CDBG Sanitary Sewer System Improvements

Bore of SH 327 Encasement CDBG Project No. 722731

#### 🛑 JUNE 2003

## City of Silsbee, TX

2002 CDBG Sanitary Sewer System Improvements 18" Sanitary Sewer Line Pipebursting CDBG Project No. 722731

#### **iii** JUNE 2003

#### **Chambers County, TX**

Trinity Bay Conservation District First Time Sewer Construction of Sanitary Sewer Lines **CDBG Project No. 723131** 

#### **AUGUST 2002**

City of Woodville, TX 2002 CDBG Sanitary Sewer System Improvements CDBG Project No. 722841

#### **AUGUST 2002**

City of Nome, TX 2001 CDBG Water and Sewer Improvements CDBG Project No. 721581

#### OCTOBER 2001

#### Orange County, TX

Mauriceville Special Utility District 2002 CDBG Water System Improvements 150,000 Gallon Elevated Storage Tank **CDBG Project No. 721601** 



#### LIST OF PAST/CURRENT GOVERNMENT CLIENTS

- » Brazoria County
- » Brazos County
- » Chambers County
- » City of Alice
- » City of Alvin
- » City of Anahuac
- » City of Aransas Pass
- » City of Austin
- » City of Beaumont
- » City of Bevil Oaks
- » City of Bridge City
- » City of Cedar Park
- » City of China
- » City of Conroe
- » City of Corpus Christi
- » City of Dallas
- » City of Dayton
- » City of Dickerson
- » City of Eagle Pass
- » City of Freeport
- » City of Freer
- » City of Friendswood
- » City of Galena Park
- » City of Galveston
- » City of Groves
- » City of Hardin
- » City of Hedwig Village
- » City of Houston
- » City of Huntsville
- » City of Hutto
- » City of Ivanhoe
- » City of Jacinto City

- » City of Jasper
- » City of Kemah
- » City of Kingsville
- » City of Kyle
- » City of La Marque
- » City of La Porte
- » City of Lake Jackson
- » City of League City
- » City of Lumberton
- » City of Marble Falls
- » City of Mathis
- » City of Missouri City
- » City of Monroe
- » City of Nederland
- » City of New Braunfels
- » City of Nome
- » City of Orange
- » City of Pasadena
- » City of Pearland
- » City of Pflugerville
- » City of Pine Forest
- » City of Plum Grove
- » City of Port Arthur
- » City of Port Arthur Transit Authority
- » City of Port Neches
- » City of Portland
- » City of Prairie View
- » City of Richmond
- » City of Richwood
- » City of Robstown
- » City of Rockport

- » City of San Angelo
- » City of San Benito
- » City of San Marcos
- » City of Silsbee
- » City of Stafford
- » City of Sugar Land
- » City of Texas City
- » City of Vidor
- » City of West Columbia
- » Fort Bend County
- » Galveston County
- » Hardin County
- » Harris County
- » Hays County
- » Jasper County
- » Jefferson County
- » Jim Wells County
- » Kleburg County
- » Liberty County
- » Lumberton Municipal Utility District
- » Montgomery County
- » Orange County Drainage District
- » Orange County Water Control & Improvements District No. 1
- » San Jacinto County
- » Trinity Bay Conservation District
- » Tyler County

LJA's history of compliance with programs, schedules, and budgets is best exemplified by our record of attracting repeat and ongoing business with both public and privatesector clients over the last 50 years.



#### REFERENCES

The following is a list of references, some of which are included on the sample project experience pages to demonstrate our quality of work.

#### **ORANGE COUNTY DRAINAGE DISTRICT**

**Don Carona** *General Manager* 409.745.3225

#### JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

Phil Kelley General Manager 409.985.4369

#### TRINITY BAY CONSERVATION DISTRICT

Mike Will Operations Manager 409,296,3602

#### CHAMBERS COUNTY

Honorable Jimmy Sylvia County Judge 409.267.2440

#### LIBERTY COUNTY

Honorable Jay H. Knight County Judge 936.336.4665

#### CITY OF BEAUMONT

Amalia Villarreal, PE City Engineer 409.880.3725

#### ORANGE COUNTY WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 1

**Chris Serres** *General Manager* 409.769.2669

#### **CITY OF NOME**

Honorable Kerry Abney Mayor 409.253.2391

#### LUMBERTON MUNICIPAL UTILITY DISTRICT

**Robb Starr** *General Manager* 409.755.1559

#### **CITY OF ANAHUAC**

Kenneth Kathan City Administrator 409.267.6681

The strongest indication of our success stems from client satisfaction and industry recognition. A carefully honed internal culture of dedication, commitment, and client-focused results is indicative of our approach to our work at all levels and evident in the way we conduct our business.



#### UNDERSTANDING OF THE SCOPE OF WORK PROJECT DESCRIPTION

LJA will provide all necessary services including grant application assistance, preliminary engineering, field work, design phase services, bidding phase services, construction contract administration, and contract close out. LJA will be available to attend status meetings and the City's meetings, as necessary, in order to keep the City informed of project progress and issues.

#### **PROJECT MANAGEMENT**

LJA proposes Trey Gaspard to serve as the Project Manager and Toby Davis, PE to serve as Principal-in-Charge for the City's projects. Trey and Toby each have extensive experience in the design and construction of municipal and public infrastructure projects, in addition to managing projects funded through a wide variety of state and federal programs. Together, they will manage and allocate the necessary LJA resources to meet the City's specific needs and ensure that all possible variables are considered in the preliminary design phase.

LJA understands the value of service and will be available to the City whenever needed throughout this process. While a returned phone call may not be seen as much, a phone call that is not returned in a very timely manner is tremendous and can have a lasting negative effect on how our clients view us.

#### We make every effort to respond to our clients quickly. We pledge to do the same for the City of Dayton.

#### SCOPE OF WORK THE SERVICE PROVIDER PROPOSES TO PERFORM

The emphasis of LJA's technical approach will be to ensure that the project will be completed in a timely manner and assure that any potential project savings, both in time and cost, will be realized by the City, thereby maximizing benefits.

#### LJA's technical approach utilizes a systematic, chronological, and qualitative process to meet outlined milestones. This approach demonstrates our understanding of the project and how LJA will provide innovative design solutions, along with a practical engineering basis, regarding design, rehabilitation, methodology, material selection, and construction phasing, while meeting the City of Dayton's engineering and operational requirements.

The overall scope includes specific tasks drawing upon LJA's technical and management skills. These tasks include the following phases: grant application assistance, preliminary engineering, final engineering plan and specification development, bidding, construction engineering services and inspections, and additional services (i.e. field surveying, geotechnical investigation, and materials testing, etc.). LJA utilizes its technical skills and project management experience to ensure that projects are completed on schedule and within budgetary constraints, where possible. LJA has a history of providing exceptional service and solutions to make the most of project resources and budgets.

#### PRE-AWARD SERVICES

- 1. Assist with the development of the grant application
- 2. Develop cost estimates, maps, and project narratives for the grant application

#### POST-AWARD ENGINEERING SERVICES

#### **Initial Engineering and Design Support**

LJA will prepare a preliminary design representing a 30% design completion for approval by the City. Such designs generally consist of preliminary layouts, sketches, recommended design criteria, replacement and/or rehabilitation



methodologies, and preliminary construction cost estimates. Field surveying and geotechnical services will also be conducted at this time. The preliminary engineering services are more specifically defined below:

- **1.** Prepare plans showing specific replacement, rehabilitation, and repair methodologies. Where justified, two or more methodologies may be recommended for the final documents as alternatives for competitive bidding.
- 2. Interview key operational personnel to obtain their understanding regarding existing problems, procedures used in the past, and any recommended improvements to the system
- 3. Obtain existing "as-built" plans and shop drawings, if available
- 4. Obtain existing design plans for all currently proposed work and work currently under construction, if any
- 5. Site visit with the City's representative or operations personnel to discuss the project
- 6. Conduct field surveying services and geotechnical borings, as required
- 7. Outline the specifications
- 8. Develop and/or refine cost estimates
- 9. Present final design and construction schedule, including any special construction phasing requirements
- **10.** Submit preliminary engineering package for review by the City

#### **Engineering and Final Design Support**

Final design includes the necessary engineering services for the preparation of plans and specifications to reflect the recommended improvements. LJA will conduct monthly progress meetings during the final design phase with the City's staff to discuss work completed to date, schedule, and other issues. LJA will prepare completed contract documents (plans and specifications) for use in bidding and constructing the work associated with the project. The following tasks are included:

- 1. Incorporate all review comments and other items identified in preliminary engineering, including any alternate construction/rehabilitation technologies identified as possible cost savings, which may include trenchless construction methods
- 2. Prepare detailed construction drawings, specifications, and bidding package for the proposed project
- 3. Prepare technical specifications in a format acceptable to the City
- 4. Prepare a final construction cost estimate based upon the completed plans and specifications
- 5. Submit completed documents to required regulatory agencies for review and respond to their comments
- 6. Obtain required approvals from all governmental authorities with jurisdiction over the design or operation of the project
- 7. Obtain signatures of all public and private utilities affected by the project
- 8. Perform a technical review of contract documents and a constructability review of the documents at the 60% completion stage in conjunction with the City
- **9.** Present interim design documents to the City for review and comment at 60%, 95%, and 100% completion milestones. The 100% set will include reproducible documents for signatures and bidding.

#### Contract Procurement (Bid and Award) Support

LJA will provide the following services as directed and as agreed upon by the City:

- **1.** Upload bid documents to civcastusa.com using the final construction drawings, specifications, and contract documents for bidding distribution
- 2. Assist the City in preparation of the advertisement for this project
- 3. Prepare a single project bid document
- 4. Conduct a pre-bid conference (mandatory or non-mandatory per the City) between LJA, the City, and prospective bidders, suppliers, etc., and answer, by written addenda, contractors' and suppliers' functional and technical questions during the bidding phase
- 5. Assist the City in the opening of bids for construction of the project, tabulate and evaluate bids, and prepare a recommendation letter for City action
- 6. Assist the City with issuing the contractor notice of award, preparation of construction contract, and contractor notice to proceed

#### Experience in Contract Management and Construction Oversight



LJA will perform project management duties throughout the construction phase, including tracking of the budget and schedule, and meeting with the City on a monthly basis, or as appropriate, for project updates, as well as the following:

- **1.** LJA will provide construction administration and documentation as required.
- 2. Conduct monthly construction progress meetings.
- **3.** Project Manager will make periodic visits to project site to observe the progress and quality of the various aspects of the contractors' work. LJA will participate in substantial and final completion inspections of the project.
- **4.** LJA will furnish a Resident Project Representative (RPR), assistants, and other field staff to assist the City in further verifying the work of the Contractor in addition to the standard construction phase services provided by LJA above. The RPR is LJA's agent at the site, acting as directed by the engineer and conferring with the City as necessary. LJA will continue performing project management related duties throughout construction.

#### Submittal review will include the following:

- 1. Perform technical and functional review of all shop drawings and other submittals
- 2. Log in, track, and distribute submittals to the various disciplines and subconsultants
- 3. Respond to all contractor Requests for Information (RFIs)
- 4. Review and comment on all change order requests and initiate and/or process change order requests when appropriate

#### **Specialized Services**

LJA is a full-service engineering firm with in-house specialists ready and able to provide all planning and feasibility studies, perform necessary detailed surveying and legal document preparation associated with properties or easements to be acquired, environmental services, including site investigations, Phase I and Phase II assessments, and archaeological studies.

#### Statement of Resources of the Service Provider

LJA has a well-qualified staff in the Beaumont regional office. The staff has a significant amount of experience with water and wastewater projects including well production projects, elevated storage tank projects, water distribution system projects, water transmission projects, sanitary sewer rehabilitation, sanitary sewer lift stations, wastewater treatment plants, street design, and road rehabilitation. In addition, LJA's Houston office has similar waste and wastewater experience. The City's project will be managed and designed through LJA's Beaumont office with some support from LJA's Houston office. LJA has staff power and availability to provide the necessary services to the City of Dayton and to complete the project within any proposed timeline.

LJA has an extensive, local, and available team ready to serve the City of Dayton.





We seek solutions. » 27

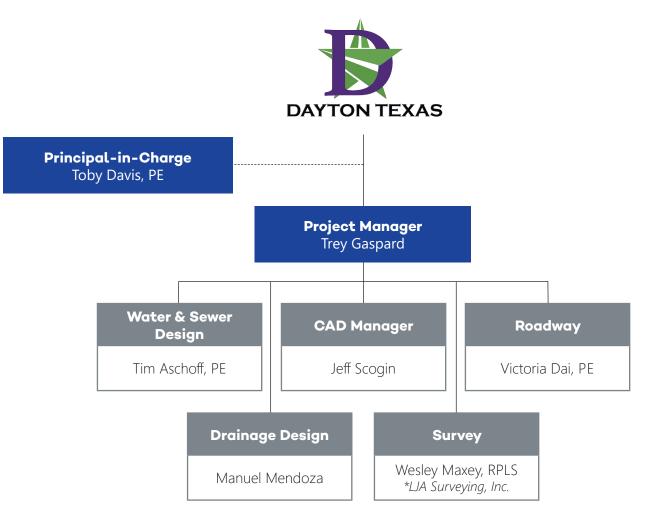
#### STAFF LEVEL/EXPERIENCE OF STAFF

LJA is capable of meeting the City's objectives with an efficient, knowledgeable, and responsive team. The current workload of the staff members proposed for this project is successfully managed to complete the tasks assigned to them in their roles on the project team. We carefully assess our project workload before committing to any project and make necessary adjustments to accommodate the demands for manpower or resources anticipated for successful project completion. The collective team assembled for this project anticipates no difficulty meeting schedule requirements. The Principal-in-Charge will closely monitor the availability of resources throughout the project, and act quickly to counterbalance any shifts in manpower or resources that could impede progress.

#### **ADEQUACY OF RESOURCES**

LJA employs diverse competencies of staff with adequate resources and includes all engineering, design, construction management, and support personnel necessary to perform the scope of services required by the City. LJA has significant engineering, planning, surveying, landscape architecture, GIS, and construction management talent to serve the technical needs of public and private entities in community and site development, midstream infrastructure, public works, transportation, water resources, and hydrology and hydraulics. This allows us to leverage our resources from across the company, provide expertise-driven teams, and deliver responsiveness to your specific needs and individualized project solutions.

#### **ORGANIZATIONAL CHART**



\*A wholly-owned subsidiary of LJA Engineering, Inc.





## **TOBY DAVIS, PE**

#### PRINCIPAL-IN-CHARGE

**EDUCATION** 1992, BS, Civil Engineering, Lamar University

**PROFESSIONAL LICENSE** 1997, Professional Engineer, Texas #81919

#### PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers; National Society of Professional Engineers; Texas Society of Professional Engineers

#### SUMMARY OF QUALIFICATIONS

Toby Davis has over 31 years of engineering and project management experience. He has been responsible for projects that include surface water treatment plants, water booster pump stations, elevated storage tanks, ground storage tanks, water distribution systems, and water distribution and storage system modeling. For wastewater projects, Toby has designed wastewater treatment plants, sanitary sewer lift stations, force mains, gravity collection systems, and low-pressure sewer systems. He has produced various studies and feasibility reports in support of various projects and master planning efforts. Toby has been with LJA Engineering, Inc. and its predecessor in the Beaumont region, Carroll & Blackman, Inc., since 1995. During that time, he has been involved in all facets of project design and project management. This has included developing funding applications including those for grant funding through the Texas Department of Agriculture and General Land Office's Community Development Block Grant. It also includes funding applications for grants through the Texas Water Development Board and through open market funding sources.

#### **PROJECT EXPERIENCE**

**Orange County WCID No. 1, CWSRF Wastewater System Improvements Program, Vidor, TX** – Designed a 3.0 MGD wastewater treatment plant, and a 4.3 MGD and two 2.9 MGD pump stations. Also designed 25,000 LF of 16" force main and 100,000 LF of sanitary sewer rehabilitation. This program included the design of a rehabilitation project for the District's sanitary sewer system that included approximately 90,000 LF of sanitary sewer line. These projects were funded by a loan from the Clean Water State Revolving Fund program of the Texas Water Development Board.

**Orange County WCID No. 1, Well Site 7 Air Stripper Project, Vidor, TX** – Designed an air stripper to remove total trihalomethanes from the ground water prior to introduction into the distribution system. The air stripper required the construction of a smaller tank after the stripper, as well as new chlorination facilities. The project also included significant piping and control changes to the existing well site.

**Trinity Bay Conservation District, TWDB Water System Improvements Program, Winnie, TX** – Development of water system master plan including design of two 250,000 gallon elevated storage tanks, approximately 150,000 LF of 12", 8", and 6" water transmission lines, West Water Treatment Plant, and Winnie Water Treatment Plant. These projects were funded by a loan from the Water Supply Account of the Texas Water Development Board.

**City of Anahuac, DWSRF Water Systems Improvements Program, Anahuac, TX** – This program includes the replacement of a 300,000 gallon ground storage tank and the rehabilitation of a 150,000 gallon elevated storage



tank. It also includes the replacement of approximately 61,000 LF of 2" through 8" water line. Many of the water lines are cast iron and cause dirty water issues. SCADA communication between the existing high service pumps and the elevated storage tank will also be included. This project is funded through a Drinking Water State Revolving Fund loan from the Texas Water Development Board.

**City of Anahuac, CWSRF Wastewater System Improvements Program, Anahuac, TX** – This program included the rehabilitation of approximately 85,000 LF of existing sanitary sewer lines by the pipebursting method of rehabilitation. It included the rehabilitation of two existing sanitary sewer lift stations including pumps, piping, electrical, and controls. It included the replacement of the City's 0.4 MGD wastewater treatment plant with a new 0.75 MGD wastewater treatment plant. This project was funded through a Clean Water State Revolving Fund loan from the Texas Water Development Board.

**Lumberton MUD, Water Supply Well and Distribution System Improvements Projects, Lumberton, TX** – Designed a 2,500 GPM water supply well, water plant improvements to service the water well, and distribution system improvements, as well as development of a water system master plan and sanitary sewer system improvements, including the design of seven sanitary sewer pump stations, seven new sanitary sewer lift stations, and related force mains.

West Jefferson County MUD, Water Model Development, Cheek, TX – Development of a water system master plan including the construction of a computer model of the water system.

North Hardin Water Supply Corporation, Well Site 4 and Distribution System Improvements Project, Silsbee, TX – Designed water system improvements including a 250,000 gallon elevated storage tank, 1,100 GPM water well, pump station improvements, and 35,000 LF of water line.

**Mauriceville Municipal Utility District, Elevated Storage Tank Rehabilitation, Mauriceville, TX** – Designed the rehabilitation of a 150,000 gallon elevated storage tank and a 100,000 gallon ground storage tank, pump station improvements, and chemical feed system improvements.

**City of Sour Lake, Water Supply Well and Elevated Storage Tank, Sour Lake, TX** – Water system improvements, 500 GPM water well, pump station improvements, and designed 100,000 gallon elevated storage tank.

**City of Silsbee, Lift Station and Sanitary Sewer Rehabilitation Project, Silsbee, TX** – Designed six lift stations and collection system improvements, sanitary sewer rehabilitation using pipebursting, sanitary sewer lift station, and collection system improvements.

**City of Nome, Water Treatment Plant Controls and Chemical Feed Systems, Nome, TX** – Water treatment plant control system including pumps, chemical feed system, motor control systems, and header piping.

**City of Beaumont, Sanitary Sewer Interceptor Projects, Beaumont, TX** – Design of two major sanitary sewer interceptor rehabilitation projects including 33", 24", and 21" interceptors. Also performed a feasibility study for the rehabilitation of an additional 21" interceptor.

Hardin County WCID No. 1, Low Pressure Sanitary Sewer System, Sour Lake, TX – Design of a completely new low pressure sanitary sewer system. The existing gravity sanitary sewer system was abandoned in place and a new LPSS designed and constructed.





## **TREY GASPARD**

**PROJECT MANAGER** 

#### EDUCATION

2016, BS, Project Management, Bellevue University 2011, AS, Computer Aided Drafting, Lamar Institute of Technology

#### SUMMARY OF QUALIFICATIONS

Trey has over 11 years of experience in civil/structural design and project management. His background includes industrial plant design projects, as well as municipal utilities, including sanitary sewer collection systems, water systems, water treatment plants, and wastewater treatment plants. More specifically he has experience in preparing construction documents, plans, and specifications, preliminary designs, 3D model reviews, construction administration, public speaking and maintaining a positive client relationship. Software program proficiencies include Autocad Civil 3D, CadWorx, Auto Path, Bentley Structures, Microstation, Adobe Pro, and Microsoft Office programs.

#### **PROJECT EXPERIENCE**

- » City of Sour Lake, Road Rehabilitation Projects, Sour Lake, TX
- » City of Sour Lake, Sanitary Sewer Rehabilitation Projects, Sour Lake, TX
- » City of Sour Lake, Wastewater Treatment Plant Influent Holding Pond, Sour Lake, TX
- » City of Silsbee, Road Rehabilitation Projects, Silsbee, TX
- » City of Silsbee, Sanitary Sewer Rehabilitation Projects, Silsbee, TX
- » City of Anahuac, Water Line Replacement Project, Anahuac, TX
- » City of Anahuac, Sanitary Sewer Rehabilitation Projects, Anahuac, TX
- » City of Anahuac, City Hall Renovations Project, Anahuac, TX
- » City of Dayton, Infrastructure to Serve the Gulf Inland Logistics Park, Dayton, TX
- » City of Dayton, Grand Parkway Utility Crossing Project, Dayton, TX
- » City of Dayton, Ground Storage Tank Modification Project, Dayton, TX
- » Trinity Bay Conservation District, Ground Storage Tank Replacement Project, Winnie, TX
- » Trinity Bay Conservation District, Sanitary Sewer Rehabilitation Projects, Winnie, TX
- » Trinity Bay Conservation District, TxDOT Permits, Winnie, TX
- » City of Nome, Water Treatment Plant Rehabilitation Project, Nome, TX
- » City of Nome, Wastewater Treatment Plant Rehabilitation Project, Nome, TX
- » City of Nome, Road Rehabilitation Project, Nome, TX
- » City of Nome, Water Line Extension Project, Nome, TX
- » Jefferson County Water Control & Improvement District No. 10, Water Treatment Plant Rehabilitation Project, Nederland, TX
- » Jefferson County Water Control & Improvement District No. 10, Ground Storage Tank Replacement Project, Nederland, TX
- » Jefferson County Water Control & Improvement District No. 10, Wastewater Treatment Plant Levee and Road Restoration Project, Nederland, TX







## TIMOTHY M. ASCHOFF, PE



WATER & SEWER DESIGN

#### EDUCATION

1988, ME, Civil Engineering, Texas A&M University 1987, BS, Civil Engineering, Texas A&M University

#### PROFESSIONAL LICENSE

Professional Engineer, Texas #77116 American Academy of Environmental Engineers and Scientists Board Certified Environmental Engineer (BCEE)

#### **TXDOT PRECERTIFICATION** Employee Sequence No. 9105 Work Categories: 10.4.1

#### SUMMARY OF QUALIFICATIONS

Timothy Aschoff has 33 years of engineering experience, including 18 years of wastewater treatment plant, wastewater pump station, water treatment plant, and water treating equipment design experience with cities and other municipalities, including initial scope development, identifying and assisting with funding, selection of and sizing of all process units, selection and design of all mechanical equipment, bidding and contracts, and observation of construction. Projects have included expansions to existing plants, modifications of existing plants to meet new EPA permit limits, and new plants. Tim also has significant experience troubleshooting existing plants and equipment, both from the process viewpoint and the mechanical equipment operations viewpoint. Tim has extensive experience with wastewater discharge permitting, including new permits, renewals, amendments, and addressing and resolving enforcement actions. Additionally, he has significant experience with modeling of pressurized water distribution systems in conjunction with water system master planning. Modeling has included evaluation of existing water systems, planned improvements modeling, alternatives evaluations, and fire flow analysis. He has experience with a wide range of system sizes, from small systems serving prisons up to larger systems serving cities of over 50,000 persons. He authored the resulting water system master plans, including cost estimating and scheduling of proposed improvements.

#### PROJECT EXPERIENCE

**Water Filtration Equipment Setting for Veolia Environmental Services in Port Arthur, TX** – Engineer responsible for developing plans to install proposed water filtration equipment (ultrafilters and associated chemical injection equipment, and reverse osmosis skid) at the plant. The plant has a conventional surface water treatment plant that will be decommissioned, but various components (clarifier, clear well, and piping) will be integrated into the new design. The Owner purchased new equipment but required assistance in determining how to pipe the equipment and integrate it with the old water treatment plant. Developed plans and specifications for the work.

**Oyster Creek Water and Sewer Modifications, Thunderbird Utility District, Missouri City, TX** – Project Engineer responsible for determining required improvements, preparing initial cost estimates and construction plans and specifications, coordinating with electrical and structural subcontractors, and providing construction phase services for water line and sanitary sewer force main aerial crossings of Oyster Creek. Due to widening and deepening of the creek, three existing water lines and two existing force mains crossing under the creek had to be reconstructed as aerial crossings. Also included design and construction of a 340 GPM sanitary sewer lift station.



**Missouri City Lift Station Modifications, Fort Bend County Water Control and Improvement District No. 2, Fort Bend County, TX** – Project Engineer responsible for determining required improvements, preparing initial cost estimates and construction plans and specifications, coordinating with electrical and structural subcontractors, and providing construction phase services for sanitary sewer collection system improvements to eliminate recurring overflows of an existing 18" diameter sanitary sewer. Additionally, the project consisted of conversion of an existing 500 GPM dry pit lift station to a 1,120 GPM submersible pump lift station and construction of 2,435 LF of 6" and 10" force main and 1,015 LF of 8", 10", and 12" gravity sanitary sewer.

**Cravens Road Sanitary Sewer, Fort Bend County Water Control and Improvement District No. 2, Fort Bend County, TX** – Project Engineer responsible for completion of construction plans and specifications and construction phase services for construction of 3,100 LF of 42" diameter sanitary sewer.

Sanitary Sewer System Study, Fort Bend County Water Control and Improvement District No. 2, Fort Bend County, TX – Project Engineer responsible for coordinating the sanitary sewer system investigation of an existing district system to identify sources of inflow and infiltration, to identify any significant structural problems in the collection system, and to recommend rehabilitation projects in order of priority.

**Construction of Wastewater Treatment Plant Maintenance Building, City of Bay City, TX** – Project Engineer responsible for determining required improvements, preparing initial cost estimates and construction plans and specifications, coordinating with electrical and structural subcontractors, and providing construction phase services for a galvanized, steel-frame maintenance building. Included demolition of existing structure that previously served as a storage building, along with five existing positive displacement blowers and associated piping.

**Rollingbrook Sanitary Sewer Project, City of Baytown, TX** – Project Engineer responsible for preparing initial cost estimates and construction plans and specifications and coordinating with electrical subcontractors for a 750 GPM sanitary sewer lift station being constructed in conjunction with a gravity sanitary sewer project.

Wastewater Treatment Plant Dechlorination, Pecan Grove Municipal Utility District, Fort Bend County, TX – Project Engineer responsible for determining required improvements, preparing initial cost estimates and construction plans and specifications, coordinating with electrical and structural subcontractors, and providing construction phase services for installation of gaseous sulfur dioxide dechlorination system.

**Construction of Wastewater Treatment Plant Blower No. 5, City of Bay City, TX** – Project Engineer responsible for determining required improvements, preparing initial cost estimates and construction plans and specifications, coordinating with electrical and structural subcontractors, and providing construction phase services for installation of a centrifugal blower. Included installation of a 200 hp centrifugal blower with associated electrical controls, piping, valves, and painting. Also included plant piping modifications to tie the new blower into an existing air supply header previously supplied by other blowers.

Master Facility Plan, Fort Bend County Water Control and Improvement District No. 2, Fort Bend County, TX – Project Engineer responsible for updating the District's 6,800-acre existing 20-year master facilities plan to reflect changes in development patterns. Evaluated existing water supply facilities, water distribution system, wastewater treatment facilities, and wastewater conveyance system for current capacities versus future projected capacities. Required upgrades to water and wastewater systems were determined, along with cost estimates and projected construction dates. Information was compiled into a series of projected future bond issues.





## **JEFF SCOGIN**

CAD MANAGER

#### EDUCATION

1994, AS, Computer Drafting Technology, Lamar University

#### SUMMARY OF QUALIFICATIONS

Jeff Scogin has over 32 years of experience in civil engineering design, project management and land surveying. He has worked on various projects including water distribution and storage systems, wastewater collection systems, storm water collection systems, water treatment plants, wastewater treatment plants, subdivisions, structural steel projects, land development, and building design projects. He is fluent in various computer aided graphics programs including Auto CAD Civil 3D and Micro Station. He also has experience in most aspects of field surveying.

#### **PROJECT EXPERIENCE**

**City of Anahuac Water Line Replacement Project, TX** – Responsible for design, plans and specifications, and project management for the replacement of approximately 61,000 LF of 2" through 8" water line.

**City of Anahuac Sanitary Sewer Line Rehabilitation Project, TX** – Responsible for design, plans and specifications, and project management for the replacement of approximately 85,000 LF of existing 6" through 24" gravity sanitary sewer lines.

**City of Anahuac Surface Water Treatment Plant Rehabilitation, TX** – Generated plans and specifications and project management.

**City of Port Neches Sanitary Sewer Line Rehabilitation Projects, TX** – Responsible for design, plans and specifications, and project management for numerous Sanitary Sewer Line Rehabilitation projects over the last fourteen years.

**City of Port Neches Water Line Replacement Project, TX** – Responsible for design, plans and specifications and project management for the replacement of approximately 9,000 LF of 6" through 8" water line.

**Orange County W.C.I.D. #1 Sanitary Sewer Line Rehabilitation Project, TX** – Responsible for design, plans and specifications and project management for the replacement of approximately 90,000 LF of existing 6" through 15" gravity sanitary sewer lines.

**Orange County W.C.I.D. #1 Water Line Replacement Project, TX** – Responsible for design, plans and specifications, and project management for the replacement of approximately 28,000 LF of 2" through 8" water line.

Lumberton MUD Sanitary Sewer Improvement Project – Responsible for plans and specifications, and project management for approximately 16,000 LF of 24" through 48" gravity sanitary sewer line.





**Mauriceville Special Utility District, TX** – Generated plans and specifications for a 150,000 gallon elevated storage tank.

City of Sour Lake, TX – Generated plans and specifications for a 100,000 gallon elevated storage tank.

**City of Beaumont, TX** – Designed drawings for a major sanitary sewer interceptor rehabilitation project, including 36", 27", 24", and 21" interceptors.

City of Silsbee, TX – Generated plans and specifications for:

- » One lift station
- » 1,500+ LF of 4" PVC sanitary sewer force main
- » 4,800+ LF of 8" PVC sanitary sewer gravity main
- » 2,800+ LF of low pressure sanitary sewer
- » 1,100+ LF of 2" PVC waterline

City of Orange, TX – Drafted and designed the layout of 11 miles of sanitary sewer improvements.

**Trinity Bay Conservation District, TX** – Generated plans and specifications for: 250,000 gallon elevated storage tank; 22,000 LF of 12" water main; 274,000 gallon ground storage tank.

**City of Nome, TX** – Generated plans and specifications for: Rehabilitation of four sanitary sewer lift stations; 2,300 LF of 8" PVC sanitary sewer force main; sanitary collection system improvements; various water treatment plant improvements.

City of West Orange, TX – Designed and drafted site plan for new administration building.

Church of Living Water, TX – Designed and drafted site plan for new church building.

Inland Eastex, TX – Designed and drafted structural steel project for two paper machines.

City of Port Arthur, TX – Drafted various storm water improvement projects.





## VICTORIA DAI, PE



**EDUCATION** 2003, BS, Civil Engineering, University of Texas

PROFESSIONAL LICENSE 2007, Professional Engineer, Texas #100240

**PROFESSIONAL ASSOCIATIONS** Texas Society of Professional Engineers

#### SUMMARY OF QUALIFICATIONS

Victoria Dai has over 17 years of experience in civil engineering on various projects including land development, transportation, and drainage. She has worked with governmental entities, including the City of Beaumont, Jefferson County Drainage District No. 6, The Port of Orange, and TxDOT. Victoria is knowledgeable in the area of hydrology and hydraulics, often utilizing drainage software such as HEC-HMS and HEC-RAS. She has experience with project design deliverables, which includes processing survey data, creating 3D models, and producing complete plan sets, estimates, and specifications. Victoria is also knowledgeable in design software such as Microstation and Geopak.

#### **PROJECT EXPERIENCE**

Whites Ranch/Murphree GIWW Outfall Structures, Jefferson County, TX – Designed water control structures at five locations along the Gulf Intracoastal Waterway. Processed survey data and created digital terrain model using MicroStation and Geopak. Completed water control structure designs including a weir box with flapgate, headwall stop log, and sheet pile design. Produced the plan set, cost estimate, general notes, and specifications.

**TxDOT IH-10 Exit Ramp, Chambers County, TX** – Processed survey data and created digital terrain model using MicroStation and GeoPak. Designed a new exit ramp, frontage road widening, drainage features, signage, and striping adhering to TxDOT requirements. Produced the plan set, cost estimates, general notes, and specifications.

**City of Galveston Roadway Rehabilitation, Galveston, TX** – Provided pavement evaluation for the roadway network in the City of Galveston. Used PAVER Pavement Management Software to provide a pavement condition index (PCI) for the roads. Analyzed the PCI ratings and prioritized the need of rehabilitation of the roadways. Recommended proposed pavement sections to roadways requiring rehabilitation, while keeping in mind what would best accommodate the City's budget.

**Gladys Street Rehabilitation Reconstruction, Beaumont, TX** – Identified extent of deterioration of roadway and recommended rehabilitation needs. Proposed pavement design meeting the road maintenance budget of City. Provided construction documents for the reconstruction of roadway, sidewalks, storm sewer, sanitary sewer, and water utilities. Provided intersection design for location of traffic signals and street illumination. Designed traffic control plan for construction phases.

**US 90 Willow Street Landscaping, Beaumont, TX** – Inspected roadway and evaluated pavement for rehabilitation needs. Proposed pavement design meeting the road maintenance budget of the City. Designed drainage, paving, sidewalk pavers, illumination, signal/pedestrian layout, signage, and striping. Completed construction drawings/ documents in compliance with TxDOT rules/regulations. Generated general notes, specifications, and cost estimates.



We seek solutions. » 36





## MANUEL MENDOZA

#### DRAINAGE DESIGN

#### EDUCATION

2011, BS, Civil Engineering, Lamar University 1997, AAS, CAD Technology, Lamar University

#### SUMMARY OF QUALIFICATIONS

Manuel has 23 years of experience in civil engineering with various projects including: sanitary sewer rehabilitation and new construction, sanitary sewer lift stations, water lines, well sites, storm sewer, land development, grading and drainage, drainage studies, and other site work. He is also responsible for handling drafting projects, assisting engineers with drafting needs, and meeting with clients and contractors.

#### **PROJECT EXPERIENCE**

#### City of Bridge City, TX

- » Responsible for generation of plans and specifications, bidding, and project management for the 2017 CDBG Sanitary Sewer Service Line Replacement Project
- » Responsible for generation of plans and specifications, bidding, and project management for the CDBG-DR 4332 Regarding/Reshaping of Roadside Ditches

#### **Orange County Drainage District**

- » Responsible for hydrologic and hydraulic examination of the Adams Bayou watershed.
- » Use of Corps of Engineers HEC-HMS and HEC-RAS
- » Use of ESRI GIS software to analyze and create maps of the drainage areas
- » Determine and analyze floodplains

#### **City of Beaumont**

» Responsible for generation of plans and specifications for the rehabilitation of Washington Boulevard including storm drainage, pavement design, site grading, water and sanitary sewer lines

#### City of Nome

» Responsible for generation of plans for a sanitary sewer wetlands facility, including dirt volume calculations, grading, and site

#### Silsbee Independent School District

- » Sanitary Sewer Rehabilitation by Pipe Bursting
- » Responsible for generation of plans for a sanitary sewer collection system, including gravity lines and force mains







## WESLEY MAXEY, RPLS





#### EDUCATION

2010, BS, Industrial Technology, Lamar University

#### PROFESSIONAL LICENSE

2014, Registered Professional Land Surveyor, Texas #6536

#### SUMMARY OF QUALIFICATIONS

Wesley is a Registered Professional Land Surveyor in the State of Texas with over 15 years of experience in the surveying field, including boundary and topographic surveying. He is experienced in all necessary calculations including field note reduction, traverse adjustment, and boundary determination. Wesley is also experienced in GPD control networks and has experience in records research at the City and County levels.

#### PROJECT EXPERIENCE

**Beaumont ISD, Beaumont, TX** – Performed the role of Assistant Project Manager for the Boundary Survey, Topographic Survey and Utility Survey of three schools within the Beaumont Independent School District as part of a bond project for the school district. All data and deliverables were on schedule while maintaining a stringent QA/QC process to assure that all scope items were completed per required standards.

**Sempra LNG, Port Arthur LNG, Port Arthur, TX** – Provided a project control network based upon published NGS Monumentation. Performed a 30' topographic grid across approximately 1,200 acres in extremely harsh site conditions. All utilities across and adjacent to the property were located and confirmed by use of electronic locating methods and conventional probing methods. An ALTA/ACSM land title survey was completed for the 1,217.379-acre tract and submitted for final landCB&I, Entergy Plant Expansion, Lake Charles, LA – Provided project control network along with topographic survey for the design of the Entergy plant expansion.

**Enterprise, Floresville Pipeline, Floresville, TX** – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and as-built alignment sheets for an approximately 17 miles of 6" pipeline.

**Plains All American Pipeline, Red Oak Pipeline, TX** – Provided preliminary centerline survey, legal surveys, and alignment sheets for a 183-mile proposed pipeline.

**Kinder Morgan, Inc, Targa Delivery Project, Mont Belvieu, TX** – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and alignment sheets for approximately one mile of 8" natural gas pipeline.

**TN Gas Pipeline/Kinder Morgan, Inc, MLV 19-2 Class Change Project, Harris and Waller County, TX** – Provided topographic field survey and drawings for the class change of MLV 19-2. Also provided construction staking and asbuilt surveys.

**Kinder Morgan, Inc, Webb 14" Project, Zapata, TX** – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and alignment sheets for approximately 26.5 miles of 12" pipeline to replace an existing 14" pipeline.



## SUBMISSION REQUIREMENTS

Certificate of Insurance Statement of Conflicts of Interest System for Award Management Form Conflict of Interest Questionnaire Certification Regarding Lobbying Form 1295/Required Contract Provisions



SOQ • City of Dayton Engineering/Architectural/Surveying Services

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LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston, TX 77042					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE							
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**50** SOQ • City of Dayton Engineering/Architectural/Surveying Services

#### **DESCRIPTIONS (Continued from Page 1)**

LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079

David C. Baldwin, Inc. dba DCBA Landscape Architecture; 730 E. Park Blvd; Plano, TX 75704

GXT, Ltd & GenerationNext Telecommunications, Inc.

Ramos Consulting , LLC; 6720 Vaught Ranch Road, Suite 140, Austin, TX 78730

KDM Acquisition Services, Inc.;3600 W Sam Houston Pkwy S, Suite 600; Houston, TX 77042

General Liability Maximum Annual Aggregate limit \$10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); WC420304B (WC); and LX4204 07/13 (PL).

The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

SAGITTA 25.3 (2016/03) 2 of 2 #S33045167/M33016552



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#### STATEMENT OF CONFLICTS OF INTEREST

LJA Engineering, Inc. and all key employees have no conflicts regarding the services requested.

No LJA employee has any working relationship that could be perceived by disinterested parties as a conflict. LJA has no potential conflicts of interest.



## SYSTEM FOR AWARD MANAGEMENT SEARCH

# **USAM**,GOV<sup>®</sup> LJA ENGINEERING, INC.

ALERTI This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
025475513	NFSNJ6H9MLP5	5SZM5
Purpose of Registration	Registration Status	Expiration Date
All Awards	Active	Feb 11, 2022
Physical Address	Mailing Address	
3600 W Sam Houston PKWY S	3600 W Sam Houston PKWY	
Houston, Texas 77042-5096	Suite 600	
United States	Houston, Texas 77042-3768	
	United States	
Business Information		
Doing Business as	Division Name	Division Number
(blank)	Lja Engineering	LJA Engine
Congressional District	State / Country of Incorporation	URL
Texas 09	Texas / United States	www.lja.com
MPIN		
*****riar		
Registration Dates		
Activation Date	Submission Date	Initial Registration Date
Mar 2, 2021	Feb 11, 2021	Nov 19, 2009
Entity Dates		
Entity Start Date	Fiscal Year End Close Date	
Jun 1, 1997	Dec 31	
Immediate Owner		
CAGE	Legal Business Name	
(blank)	(blank)	
Highest Level Owner		
CAGE	Legal Business Name	
(blank)	(blank)	

**Executive Compensation** 

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? **Not Selected** 

**Proceedings Questions** 

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

#### No

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty,

Last updated by Maria Lucio on Feb 11, 2021 at 10:24 AM

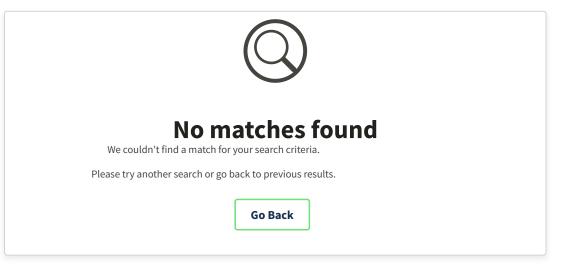
LJA ENGINEERING, INC.



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## SEARCH RESULTS FOR TOBY DAVIS, PRINCIPAL-IN-CHARGE

21, 3:35 PM	SAM.gov   Search	
Last Name		
SSN / TIN		
	Add Individual	
Toby Davis	×	





CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIO
his questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
his questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who as a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the endor meets requirements under Section 176.006(a).	Date Received
y law this questionnaire must be filed with the records administrator of the local governmental entity not later ian the 7th business day after the date the vendor becomes aware of facts that require the statement to be ed. <i>See</i> Section 176.006(a-1), Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An fense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity. No LJA employee or officer has a business relationship with any local governmental entity as defined by Section 176.001(1-a).	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer	
Describe each employment or other business relationship with the local government of officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary. N/A	
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## Certification Regarding Lobbying

## (To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, <u>LJA Engineering, Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Toby Davis, PE, Vice President **Printed Name and Title of Contractor's Authorized Official** 

01/13/2022

Date



	NOT AP	PLICABLE	
		ed by OMB	
D		8-0046 obbying Activi	tion
Complete this form	to disclose lobbyi	ng activities pursua	ant to 31 U.S.C. 1352
		blic burden disclos	
Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initia	offer/application	Report Type: a. initial filing b. material change
Name and Address of Reporting E Prime Subawarde Tier, if	e	If Reporting Ent Name and Addre	t <b>ity in No. 4 is Subawardee,</b> Enter ess of Prime:
Congressional District, if know	wn:		onal District, if known:
Federal Department/Agency:			ram Name/Description:
Federal Action Number, if known:		9. Award Amou \$	Int, if known:
<b>10. a. Name and Address of Lobby</b> <i>(if individual, last name, first name,</i>			
11. Information requested through this authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a m representation of fact upon which relia by the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be re Congress semi-annually and will be av inspection. Any person who fails to file disclosure shall be subject to a civil pe than \$10,000 and not more than \$100,0 failure.	352. This naterial ance was placed n was made or ed pursuant to 31 eported to the railable for public e the required enalty of not less	Signature: Print Name: _Tob Title: Vice Presid Telephone No.:	
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)



## FORM 1295

If awarded this project, LJA will complete and submit the Form 1295, "Certificate of Interested Parties".

## **REQUIRED CONTRACT PROVISIONS**

Any and all applicable provisions enclosed in the RFQ will be included in all contracts executed as a result of this RFQ.



Grant Recipient	CITY	OF	DAYTON
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Program(s) ARP Act

Date of Rating

Name of Respondent KIMLEY-HORN Evaluator's Name Tami Gypen

01/14/2022

**Comments** 

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## **Experience** -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	20
2.	Has worked on federally funded construction projects	15	10
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	15
	Subtotal, Experience	60	55

#### Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	0
2.	Manages projects within budgetary constraints	5	5
3.	Work product is of high quality	10	10
	Subtotal, Performance	25	22

#### **Capacity to Perform**

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	-

#### TOTAL SCORE

	Factor	Max.Pts.	Score
	Experience	60	166
	Work Performance	25	33
	Capacity to Perform	15	15
-	Total Score	100	93

187

## Grant Recipient \_\_\_\_ CITY OF DAYTON

Program(s) ARP Act

Date of Rating

Name of Respondent KIMLEY-HORN

01/14/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## **Experience** -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	19
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	15
	Subtotal, Experience	60	50

#### Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	8
2.	Manages projects within budgetary constraints	5	5
3.	Work product is of high quality	10	10
	Subtotal, Performance	25	13

#### **Capacity to Perform**

	<u>Factor</u>	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	15

#### TOTAL SCORE

	Factor	Max.Pts.	Score
	Experience	60	59
	Work Performance	25	23
	Capacity to Perform	15	15
-	Total Score	100	a-

Grant Recipient CITY OF DAYT	ON Program(s) ARP Act
Name of Respondent KIMLEY-HC	
Evaluator's Name	TZ order Sure Date of Rating
to assess the Respondent on these criteria n	ifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary nay be gathered either from past experience with the Respondent and/or by contacting past/current osing to offer specific services (environmental or buyout only) will be scored only on those services.
Experience Rate the respondent for ex	

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	20
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		ID
4.	Extent of experience in project construction management	15	15
	Subtotal, Experience	60	15

## Work Performance

	<u>Factor</u>	Max.Pts.	Score
1.	Past projects completed on schedule	10	9
2.	Manages projects within budgetary constraints	5	5
3.	Work product is of high quality	10	10
	Subtotal, Performance	25	74

#### Capacity to Perform

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	<
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
_	Subtotal, Capacity to Perform	15	

#### TOTAL SCORE

	Factor	Max.Pts.	Score
	Experience	60	Lot
	Work Performance	25	24
	Capacity to Perform	15	15
_	Total Score	100	g c

#### **CITY OF DAYTON** Grant Recipient

#### Program(s) ARP Act

Date of Rating

LJA ENGINEERING Name of Respondent SUP

01/14/2022

Evaluator's Name

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	15
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	15
	Subtotal, Experience	60	20

#### Work Performance

_	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	5
2.	Manages projects within budgetary constraints	5	V
3.	Work product is of high quality	10	10
	Subtotal, Performance	25	10

#### **Capacity to Perform**

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	<
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	15

#### TOTAL SCORE

	Factor	Max.Pts.	Score
	Experience	60	59
	Work Performance	25	19
	Capacity to Perform	15	15
_	Total Score	100	9-

**Comments** 

Grant Recipient	CITY	OF	DAYTON
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Program(s) ARP Act

Name of Respondent UA ENGINEERING

Evaluator's Name lam Gyeen

Cen\_\_\_\_ Date of Rating \_\_\_\_\_

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## **Experience** -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	17
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		1,0
4.	Extent of experience in project construction management	15	15
	Subtotal, Experience	60	57

#### Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	5
2.	Manages projects within budgetary constraints	5	.3
3.	Work product is of high quality	10	10
	Subtotal, Performance	25	15

#### **Capacity to Perform**

	<u>Factor</u>	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	3
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	13

#### TOTAL SCORE

Factor	Max.Pts.	Score
Experience	60	157
Work Performance	25	18
Capacity to Perform	15	13
Total Score	100	48

**Comments** 

01/14/2022

## Grant Recipient CITY OF DAYTON

Program(s) ARP Act

Name of Respondent UA ENGINEERING Evaluator's Name V. CUMDER and

Date of Rating \_\_\_\_\_

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## **Experience** -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	17
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	1.2
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	14
	Subtotal, Experience	60	Tolo

#### Work Performance

	<u>Factor</u>	Max.Pts.	Score
1.	Past projects completed on schedule	10	5
2.	Manages projects within budgetary constraints	5	A
3.	Work product is of high quality	10	8
	Subtotal, Performance	25	17

#### Capacity to Perform

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	15

#### TOTAL SCORE

	Factor	Max.Pts.	Score
	Experience	60	50
	Work Performance	25	17
	Capacity to Perform	15	15
_	Total Score	100	80

#### **Comments**

Grant Recipient	CITY OF DAYTON	
Name of Responden	t_J. MORALES	

Program(s) ARP Act

Evaluator's Name V. Cumberland

01/14/2022 Date of Rating

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	17
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	10
	Subtotal, Experience	60	67



37 yrs. Multiple City Projects-intrast. Water/sewer

#### Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	7
2.	Manages projects within budgetary constraints	5	A
3.	Work product is of high quality	10	10
	Subtotal, Performance	25	21

Refo River Ranch past work with City of Datton

#### **Capacity to Perform**

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	4
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	14

#### **TOTAL SCORE**

	Factor	Max.Pts.	Score
	Experience	60	52
	Work Performance	25	21
	Capacity to Perform	15	14
-	Total Score	100	8-

## Grant Recipient CITY OF DAYTON

#### Program(s) ARP Act

Date of Rating

Name of Respondent \_\_\_\_\_ J. MORALES

Evaluator's Name

01/14/2022

**Comments** 

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## **Experience** -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	10
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	15
	Subtotal, Experience	60	

#### Work Performance

	<u>Factor</u>	Max.Pts.	Score
1.	Past projects completed on schedule	10	8
2.	Manages projects within budgetary constraints	5	J
3.	Work product is of high quality	10	9
	Subtotal, Performance	25	21

#### **Capacity to Perform**

	<u>Factor</u>	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	.5

#### **TOTAL SCORE**

	Factor	Max.Pts.	Score
	Experience	60	59
	Work Performance	25	21
	Capacity to Perform	15	15
_			. 1
	Total Score	100	91

Grant Recipient	CITY	OF	DAY	TON
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Program(s) ARP Act

J. MORALES Name of Respondent

0 rree Evaluator's Name

01/14/2022 Date of Rating

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## Experience -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	15
2.	Has worked on federally funded construction projects	15	15
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	10
	Subtotal, Experience	60	50

#### Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	Ŕ
2.	Manages projects within budgetary constraints	5	ų
3.	Work product is of high quality	10	8
	Subtotal, Performance	25	20

#### Capacity to Perform

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	5
2.	Adequacy of Resources	5	5
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	10

#### **TOTAL SCORE**

Factor	Max.Pts.	Score
Experience	60	50
Work Performance	25	20
Capacity to Perform	15	15
Total Score	100	85

195

**Comments** 

Grant Recipient	<b>CITY OF DAYTON</b>	
Ulant Neublent		

Program(s) ARP Act

Name of Respondent AMTECH SOLUTIONS

Evaluator's Name 12M1 GLECEN

Date of Rating \_\_\_\_\_01/14/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

## **Experience** -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	10
2.	Has worked on federally funded construction projects	15	10
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	IU
	Subtotal, Experience	60	40

#### Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	0
2.	Manages projects within budgetary constraints	5	4
3.	Work product is of high quality	10	83
	Subtotal, Performance	25	20

#### **Capacity to Perform**

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	4
2.	Adequacy of Resources	5	4
3.	Professional liability insurance is in force	5	4
	Subtotal, Capacity to Perform	15	12

#### TOTAL SCORE

	Factor	Max.Pts.	Score
	Experience	60	40
	Work Performance	25	20
	Capacity to Perform	15	12
_	Total Score	100	172

Grant Recipient	<b>CITY OF DAYTON</b>

Program(s) ARP Act

Date of Rating

Name of Respondent AMTECH SOLUTIONS Evaluator's Name . Cumberland

01/14/2022

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience Rate the respondent for experience in the following are	as:
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	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	10
2.	Has worked on federally funded construction projects	15	10
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		10
4.	Extent of experience in project construction management	15	10
	Subtotal, Experience	60	ND

**Comments** 

Majority of work 100KG like schools and structures.

#### Work Performance

	<u>Factor</u>	Max.Pts.	Score
1.	Past projects completed on schedule	10	8
2.	Manages projects within budgetary constraints	5	3
3.	Work product is of high quality	10	5
	Subtotal, Performance	25	16

#### **Capacity to Perform**

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	2
2.	Adequacy of Resources	5	3
3.	Professional liability insurance is in force	5	3
	Subtotal, Capacity to Perform	15	0

#### TOTAL SCORE

Factor	Max.Pts.	Score
Experience	60	40
Work Performance	25	16
Capacity to Perform	15	9
 Total Score	100	65

Grant Recipient	CITY	OF	DAYTON	
Grant Recipient				

Program(s) ARP Act

Date of Rating

Name of Respondent AMTECH SOLUTIONS

Evaluator's Name

Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

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#### **Experience** -- Rate the respondent for experience in the following areas:

	Factor	Max.Pts.	Score
1.	Has previously designed type of projects	20	15
2.	Has worked on federally funded construction projects	15	10
3.	Has worked on projects that were located in this general region.	10	
	Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.321(b)(3)		
4.	Extent of experience in project construction management	15	ID
	Subtotal, Experience	60	ilo

#### Work Performance

	Factor	Max.Pts.	Score
1.	Past projects completed on schedule	10	8
2.	Manages projects within budgetary constraints	5	4
3.	Work product is of high quality	10	B
	Subtotal, Performance	25	21

#### **Capacity to Perform**

	Factor	Max.Pts.	Score
1.	Staff Level / Experience of Staff	5	.3
2.	Adequacy of Resources	5	3
3.	Professional liability insurance is in force	5	5
	Subtotal, Capacity to Perform	15	11

#### TOTAL SCORE

Factor	Max.Pts.	Score
Experience	60	UD
Work Performance	25	20
Capacity to Perform	15	11
Total Score	100	-71

01/14/2022

JANUARY 2022

PREPARED FOR City of Dayton

**Request for Qualifications** 

# Engineering Services – ARP Act Program

PREPARED BY

Kimley»Horn



**Cover Letter** 

January 13, 2022

Valarie Cumberland 117 Cook Street Dayton, Texas 77535 Via email: vcumberland@daytontx.org



## **Re: Request for Qualifications for Engineering Services – American Rescue Plan (ARP) Act Program**

## Dear Ms. Cumberland and Selection Committee Members,

The City of Dayton benefits from a strong community, economic stability, and a strategic location at the crossroads of U.S. Highway 90, State Highway 146, State Highway 321, and FM 1960. A future segment of State Highway 99 (the Grand Parkway) is leading to rapid growth with no signs of slowing down. As the community of Dayton grows, so does the need to maintain and improve the City's infrastructure to adequately service existing and future community members. Through our conversations with your staff, Kimley-Horn understands that Dayton is seeking engineering services to assist the City in its implementation of improvements to the community's water infrastructure, specifically rehabilitation of the Highway 146 and Prison West elevated storage tanks (EST), that will be financed by the Coronavirus Local Fiscal Recovery Fund. We have assembled this statement of qualifications to demonstrate our experience and ability to provide quality services for your civil infrastructure, and storage tank projects.

As you read through our qualifications, keep in mind the following merits of the Kimley-Horn team:

**EXPERIENCE IN DAYTON.** In addition to our local experience, Mike Shelton serves as Dayton's City Engineer. Performing this role provides us with perspective on the urgency to complete these projects and we can continue to function as an extension of your City Staff. Sarah Motes, P.E. recently completed a risk and resiliency analysis for the City which included analysis of the 146 and Prison ESTs.

**UTILITY EXPERTISE.** Our Houston office offers experience in design for multiple civil disciplines including traffic, roadway, drainage, water, and wastewater. Mike and Sarah can bring Dayton the advice and knowledge from these experienced professionals to any design Dayton needs under this project. Mike recently completed rehabilitation of a similar sized EST in Richmond, which is described in our experience section.

KNOWLEDGE OF ARP ACT FUNDING AND DEADLINES. We are familiar with working through detailed funding requirements such as ARP Act. Kimley-Horn is currently serving the Cities of Waxahachie, Graham, and Gainesville on projects where ARP Act funding was secured. We have begun designing lift station replacements for the City of Graham and a wastewater treatment plant (WWTP) for the City of Gainesville; we are in preliminary discussions for a WWTP in Waxahachie that will also use ARP Act funds. Kimley-Horn will partner with the City to make sure the ARP Act funds are spent in accordance with federal regulations and adhere to deadlines.

Kimley-Horn meets the appropriate state licensing requirements to perform this project (see our TBPE information on page 4), and we do not have a record of substandard work nor have we engaged in any unethical practices in the last five years. We will partner with the City to successfully complete projects using the ARP Act funds and adhere to deadlines—we look forward to working with you. If you have any questions or would like to discuss further, please contact me at 281.920.6588 or mike.shelton@kimley-horn.com.

Sincerely, Kimley-Horn and Associates, Inc.

1. Hutan g.F.

Mike Shelton, P.E., AICP | PROJECT MANAGER

## Kimley **»Horn**

11700 Katy Freeway, Suite 800 | Houston, TX 77079 | 281.597.9300 | kimley-horn.com

Request for Qualifications Engineering Services - ARP Act Program

## Table of Contents

PAGE NO.

COMPANY PROFILE	4
EXPERIENCE AND QUALIFICATIONS	5
REFERENCES	7
PROJECT TEAM	8
REQUIRED FORMS	12
Certificate of Insurance	

- Certificate of Insurance
- Statement of Conflicts of Interest
- System for Award Management Registration
- Form Conflict of Interest Questionnaire
- Certification Regarding Lobbying
- Form 1295
- Required Contract Provisions

## Firm Overview

## **Firm Registration**

Texas | Board of Professional Engineers | F-000928

## **Firm History**

Founded in 1967, Kimley-Horn is a fully integrated consulting firm with focal practices in water resources, land development, environmental, and transportation, including aviation, intelligent transportation systems, roadways, bridges, and transit. Our headquarters office is located in Raleigh, North Carolina, with 90+ offices nationwide serving clients in almost each state of the US. The firm has a long and impressive list of municipal projects. In response to client needs, Kimley-Horn has gradually expanded its range of services to include the wide variety of disciplines necessary to complete virtually any type of municipal engineering or planning project.

## Grant Application Preparation Experience

Kimley-Horn has a long history of successful grant applications on behalf of our public agency partners. We know there is more to the process than simply completing the appropriate forms, just as designing major improvement projects requires more than producing a set of plans and specifications. Having an experienced grant-writing consultant who has thorough knowledge of local needs and potential new or creative funding sources—not to mention an exceptional writing ability to justify and define projects, develop descriptions, and convey project benefits—can help you obtain the necessary funds. Kimley-Horn staff has assisted many clients with the grant application process all the way through to project completion within the grant guidelines.

The Kimley-Horn team proposed for this project has experience working on a range of federal and state agency grants. Our staff is experienced with grant writing and understands how to prepare narrative, graphics, and cost elements to be responsive to specific grant requirements and be competitive when compared to other applications.

Our local Houston office is nearby to support you for the duration of this project. Kimley-Horn's Texas staff totals more than 1,000 personnel in 15 offices. This broadens the range of qualified professionals available to you, including systems engineers, landscape architects, surveyors, and additional support personnel. While most of the services you require can be provided from our Houston office, we also have the ability, when necessary, to take advantage of unique expertise throughout our nationwide firm.



## **Experience Managing Federally Funded Local Projects**

Kimley-Horn has a 55-year history of performing federally funded local projects within Texas, and we have uniformly submitted all designs and specifications within the stated deadlines. Kimley-Horn has completed the planning and design for a wide variety of state and federally funded projects across Texas, including the Gainesville Wastewater Treatment Plant Master Plan and Improvements, Waxahachie Wastewater Treatment Plant, and Graham Lift Station.

We are experts at complying with the requirements that come with federally funded projects and have extensive experience working directly with the Texas Division of Emergency Management (TDEM). We are experts at complying with the requirements that come with federally funded projects. Our team often works with the complex regulations tied to the local use of state and federal funds, which can be as important as the technical requirements of our projects. We understand that with public funding comes administrative requirements. Our Kimley-Horn team already has processes in place for maintaining project documents, accounting records, and other data required by law. The following are a few local agencies for which we have managed federally funded local projects:

- City of Waxahachie, TX
- City of Gainesville, TX
- City of Denton, TX
- City of Baytown, TX
- City of Bridgeport, TX
- City of Bastrop, TX
- City of Friendswood, TX



## **Firm Flexibility and Communication**

Our 90+ offices are arranged around six regional hubs in Dallas, Phoenix, Raleigh, Northern Virginia, West Palm Beach, and Rancho Cordova (Sacramento). The regional hub concept provides our project managers with the flexibility to respond to clients at the local level or draw upon specialists from other regions in disciplines as diverse as air quality and pavement management.

The ability to respond to clients with this amount of flexibility is due to our advanced computer network. Our Microsoft Windows Network provides Kimley-Horn the ability to attach multiple platforms and operating systems for direct compatibility with any client system. File servers in each hub office are linked through dedicated circuits for continuous communication. Workstations in one regional hub can directly transfer data to other regional hubs, and, with e-mail, branch offices can quickly transfer data anywhere across the country. This allows shifting workload around backlogged activities, eliminating concerns about limited capacity.

Our goal continues to be providing professional services to satisfy you, our client. Our philosophy is to customize the services we provide to fulfill your requirements on every project. Since each project is unique, our practice of meeting early to determine your expectations is invaluable in enabling us to complete projects that fulfill your vision.

## **Relevant Municipal Experience**

## **On-Call Municipal Engineer**

Our qualifications come from years of experience in similar situations serving similar clients. We have served in oncall or city engineer roles, where we adapt our range of services to tailor each City's needs. We provide development review services, master thoroughfare planning or general consulting, answer development questions, answer platting questions related to issuance of permits, preliminary and final plat review, construction plan review, and construction phase services.

- City of Dayton, TX
- City of Decatur, TX
- City of Reno, TX
- City of Runaway Bay, TX
- City of Fate, TX
- City of Lake Worth, TX
- City of Saginaw, TX
- City of Sherman, TX

- City of Newark, TX
- City of Aubrey, TX
- City of Everman, TX
- ▶ Town of Lakewood Village, TX

## Storage Tank Experience

The projects listed below were all completed on schedule.

## GROUND AND ELEVATED STORAGE TANK REHABILITATIONS | RICHMOND, TX

In two separate projects, Kimley-Horn provided design, bidding, and construction administration for rehabilitation of a Ground Storage Tank (GST) and Elevated Storage Tank located at the City's Water Treatment Plant 3. Kimley-Horn provided a preliminary engineering report (PER) to summarize the inspection findings, recommend surface preparation, select coating systems, and present a prioritized list of repairs with detailed Opinions of Probable Construction Costs (OPCC). Once the City accepted the PER, Kimley-Horn prepared bidding documents, technical specifications plans, and details, which included interior and exterior coating systems, and lead coating removal. The ground storage tank project included column repair, new exterior and interior ladders, a new flush floor level manway, a new roof hatch, sample tap, level gauge, water level indicator, and vents. The elevated storage project included exterior and interior steel grinding, pit welding, seam welding, pit filling, rafter replacement, and upgrade to LED lighting for the FAA beacons. Both projects were completed on schedule and within budget.





# PINTAIL 1.0 AND 2.0 MG GROUND STORAGE TANK REHABILITATION | FLOWER MOUND, TX

Kimley-Horn completed the design for the 1.0 MG and 2.0 MG GSTs for the Town of Flower Mound. For this project, we specified new coating systems, which included overcoat systems for the exterior of the tanks. This project also necessitated the design of extensive structural repairs for both tanks, including a new roof for the 1.0 MG and a new roof support structure for the 2.0 MG that will help in preventing corrosion. In addition, the tank openings and ladders were updated to meet OSHA and TCEQ requirements. Construction contract administration was also provided to aid the Town during the construction process.



## BENBROOK WATER AUTHORITY (BWA) WATER STORAGE TANK REHABILITATION | BENBROOK, TX

Kimley-Horn successfully rehabilitated three storage tanks for Benbrook, Texas. We began with an initial tank inspection and evaluation report so Benbrook could formally decide on options for the rehabilitation. Kimley-Horn's tank inspection report recommended surface preparation and internal and external paint removal requirements for all three tanks. The design included coordination with telecommunication providers for removal of existing antennas from tanks, preparation of contract documents for bidding and rehabilitation of one 0.5 MG multileg elevated storage tank (EST), one 1.0 MG steel GST, and one 2.0 MG steel GST. The 0.5 EST was located in a residential area that required complete containment and telecom equipment relocation. The two GSTs were located at the water treatment facility and functioned as the primary clearwells. The

existing coating system on each tank was over 20 years old.

Kimley-Horn prepared the contract documents that included a technical specification providing three coating systems based on life expectancy. Each coating system included three approved paint manufacturers. Each coating system was bid as an alternate to provide BWA prices for each system allowing flexibility based on available budget. Through this process, BWA was able to install a 30-year life expectancy coating system for the same price as a 15-year life expectancy coating system.

After blasting was completed for the smaller GST, Kimley-Horn determined that portions of the roof structure were beyond repair and designed replacement plans. A change order was successfully negotiated with the contractor for the roof replacement sections.



## SAN JACINTO RIVER AUTHORITY (SJRA) ELEVATED STORAGE TANK #7 REHABILITATION | THE WOODLANDS, TX

Kimley-Horn was hired by the SJRA to provide engineering design services for the rehabilitation of a 500,000-gallon spheroid steel elevated storage tank. The design included a Preliminary Engineering Report, construction documents, and technical specifications that utilized ultrasonic testing of the steel tank thickness and dry film thickness of the existing coating to determine the proposed blasting plan and new coating system. Kimley-Horn also worked with the SJRA to specify the replacement of the electrical conduit, antenna, and Supervisory Control and Data Acquisition (SCADA) system for the tank. Kimley-Horn assisted with recommendation of the contractor through SJRA's Competitive Sealed Proposal procurement process (in which the lowest bidder was not selected) and reviewed shop drawings and responded to RFIs during the construction phase of the project.



## References

We are proud of our working relationship with our clients, and much of our success the last 55 years is directly related to our efforts to perform high-quality, timely services for all our clients. A good demonstration of this success is that approximately 90% of the firm's services are for repeat customers.

Our clients know that with Kimley-Horn, they experience better. How do we know this? They consistently tell us we deliver remarkable results and that we are good people to work with—and we live for that. We invite you to contact them personally regarding our work history and quality of service.

## **CITY OF RICHMOND**

Mike Moody Facilities Operations Superintendent 281.342.0559 x113 <u>mmoody@richmondtx.gov</u>

## CITY OF WEST UNIVERSITY

Gerardo Barrera Director of Public Works 713.662.5845 <u>gbarrera@westutx.gov</u>

## SAN JACINTO RIVER AUTHORITY

Aaron Schindewolf Division Engineer 281.367.9511 aschindewolf@sjra.net

## TOWN OF FLOWER MOUND

Tiffany Bruce Executive Director of Public Works 972.874.6401 tiffany.bruce@flower-mound.com

## BENBROOK WATER AUTHORITY

David Wasson General Manager 817.443.3108 bwsadlw@bwsa.org

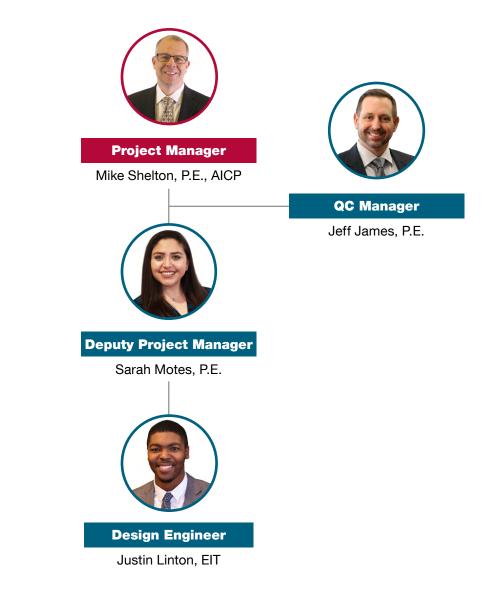


## **Project Team**

## **Organizational Chart**

Below you will find our organization chart listing each proposed team member and their role for the projects coming out of this contract. The members of our project team were selected using three criteria:

- Experience with similar projects
- Technical expertise in the disciplines required
- Availability to assume major technical responsibilities





## **Education**

Master of Science, Environmental Science, University of North Texas

Bachelor of Science, Environmental Science, Texas Christian University

## Registrations

Professional Engineer in Texas (#95893)

American Institute of Certified Planners (#017422)

#### Professional Affiliations

Gulf Coast Chapter of the Underground Construction Technology Association, President

## Mike Shelton, P.E., AICP PROJECT MANAGER

Mike brings more than 25 years of experience to the table and has a broad depth of experience in municipal engineering, including roadway design, water and wastewater system design, construction management, and master planning. His diverse experience allows him to make sure your projects objectives are met and to provide effective coordination across design disciplines. Under Mike's leadership, Kimley-Horn has completed design and study projects for the Texas Department of Transportation (TxDOT), county governments, and municipalities, resulting in successful infrastructure construction. Mike's track record of successfully providing clear and effective communication, timely decision making, and up-front coordination is illustrated by the projects listed below.

## **Relevant Experience**

- TxCDBG Downtown Revitalization Project, Dayton, TX
- Dayton Risk and Resiliency Assessment and Emergency Response Plan, Dayton, TX
- ▶ WP3 0.3 MG Elevated Storage Tank Rehabilitation, Richmond, TX
- > WP3 0.5 MG Ground Storage Tank Rehabilitation, Richmond, TX
- 1.0 and 1.3 MG Ground Storage Tanks Rehabilitation and Repainting, White Settlement, TX
- Trinity Falls 3.0 MG Elevated Storage Tank, Lake Worth, TX
- 16-Inch Water Main and 1.5 MG Jarvis Road Elevated Storage Tank, Saginaw, TX
- 20-Inch and 16-Inch Water Lines, Pump Station, and Ground Storage Tank, Wise County Water Supply District, TX
- Charlotte Water Department Trade Street 16-Inch Water Main Relocation for Uptown Streetcar, Charlotte, NC
- Street and Utility Maintenance Program (projects included residential water line construction)
  - SUMP Bid Package A Broadway Street, Bone Street, and Jefferson Road, Gainesville, TX (6-inch waterline and 12-inch sewer)
  - SUMP Bid Package B Refinery Road, Gainesville, TX (3,200 LF of 8-inch)
  - SUMP Bid Package C Church Street and Culberson Road, Gainesville, TX (2,600 LF of 8 inch and 1,200 LF of 12-inch)
- Rocky River Road 16-Inch Water Main, Harrisburg, TX
- Old Town East 8-Inch and 12-Inch Water Lines, Rock Hill, SC
- Charlotte Water Department Statesville Road 60-Inch and 36-Inch Water Transmission Mains, Charlotte, NC
- > 20-Inch Raw Water Line, Wise County Water Supply District, TX
- > Thompson Street 16-Inch Water Transmission Main, Decatur, TX
- FM 730 12-Inch Water Line, Decatur, TX
- Lake Worth Utility Master Plan, Lake Worth, TX
- Santa Fe Utility Master Plan (In Progress), Santa Fe, TX
- Southeast 24-Inch Trunk Main, Saginaw, TX
- Street Ponding Criteria Analysis and Drainage Ordinance Update, League City, TX



## Education

Bachelor of Science, Ocean Engineering, Texas A&M University

## Registrations

Professional Engineer in Texas (#135550)

# Sarah Motes, P.E.

## DEPUTY PROJECT MANAGER

Sarah has six years of civil engineering experience and has worked on a wide variety of projects, including water and wastewater projects throughout the Houston area. She has experience on past City of Dayton projects such as the Risk and Resiliency Assessment and Emergency Response Plan and her experience with CDBG applications puts Sarah in an excellent position to serve as deputy project manager for projects coming out of this pursuit.

## **Relevant Experience**

- Senate Bill 3 Emergency Preparedness Plan, Dayton, TX
- Dayton Risk and Resiliency Assessment and Emergency Response Plan, Dayton, TX
- Dayton Development Review and General Services, Dayton, TX
- Trinity River Authority CAC8A Wastewater Siphon, Carrollton, TX
- Lake Jackson Lift Station #1 Preliminary Engineering Report, Lake Jackson, TX
- Conroe Municipal Management District Odor Control, Conroe, TX
- Baytown Robert E. Lee High School Drainage Re-route, Baytown, TX
- Baytown Drainage CDBG Application and Preliminary Drainage Study, Baytown, TX
- Garth Road Reconstruction Drainage, Baytown, TX
- Warehouse District Utility Inventory, Analysis, and Planning, Houston, TX
- North Harris County Regional Water Authority Project 25E 36-Inch Water Line, Houston, TX
- San Antonio Water System Sea World Ground Storage Tank, San Antonio, TX
- North Texas Municipal Water District 72-inch Pipeline Forensic Analysis, Wylie, TX\*
- Sabine River Pump Station and Pipeline, Orange, TX\*
- Galveston 36-inch Causeway, Galveston, TX\*
- North Water System Air Release Valve Improvements North Texas Municipal Water District, Various Cities, TX\*
- West Harris County Regional Water Authority Re-Pump Pump Station, Houston, TX\*
- San Antonio Water System Turtle Creek No. 3 Pump Station, San Antonio, TX\*
- ▶ 54-Inch Eastside Interceptor, Alvin, TX\*
- Trinity River Authority Bear Creek Lift Station/Force Main and Gravity Outfall, Fort Worth, TX\*
- ▶ Copper Ridge Preliminary Engineering and Survey, New Braunfels, TX\*
- ▶ FM 359 Water and Wastewater Extension, Fulshear, TX\*
- Huntsville Pump Station, Huntsville, TX\*
- Leonard Water Treatment Plant High Service Pump Station, Leonard, TX\*
- Guadalupe-Blanco River Authority Raw Water Transmission Study, San Marcos, TX\*



## **Education**

Bachelor of Science, Civil Engineering, Texas Tech University

## Registrations

Professional Engineer in Texas, (#82677)

### Professional Affiliations

American Water Work Association, Member

Water Environment Federation, Member



## **Education**

Bachelor of Science, Civil and Environmental Engineering, Prairie View A&M University

## Registrations

Engineer in Training in Texas (#53957)

#### Professional Affiliations

American Public Works Association, Member

## Jeff James, P.E. QC MANAGER

As a municipal water practice builder for Kimley-Horn, Jeff offers an experienced perspective when it comes to quality control. His 30 years of experience in project management for infrastructure planning, analysis, and design brings value to the project team when performing quality controls services. Jeff will work closely with Mike to ensure quality is built into the project from the first day.

## **Relevant Experience**

- > WP3 0.3 MG Elevated Storage Tank Rehabilitation, Richmond, TX
- WP3 0.5 MG Ground Storage Tank Rehabilitation, Richmond, TX
- BWA Water Storage Tank Rehabilitation, Benbrook, TX
- Saginaw 0.75 MG Elevated Storage Tank Rehabilitation, Saginaw, TX
- Ion Exchange Water Plant Tank Rehabilitation, Vernon, TX
- Ector County Utility District Knox Tripp 42nd Street Pump Station and 4.0 MG Ground Storage Tank, West Odessa, TX
- Azle Ave 130,000 Gallon Ground Storage Tank, Lake Worth, TX
- ▶ 1 MG and 400,000 G Ground Storage Tank Recoating, Azle, TX
- Strahan Street 2 MG Ground Storage Tank, Vernon, TX
- Elevated Storage Tank Rehabilitation, Stephenville, TX
- Ground Storage Tank Rehabilitation, White Settlement, TX

## Justin Linton, EIT DESIGN ENGINEER

Justin has six years of water and wastewater utility experience. His expertise includes wastewater lift stations, wastewater interceptor and collector design, wastewater rehabilitation, wastewater treatment plant design, and water system design. Justin provides technical proficiency in the design of water, wastewater systems and various software packages including AutoCAD Civil 3D, Arc GIS, Revit, Sewer CAD, Info Works ICM, and Flow Master.

## **Relevant Experience**

- WP3 0.3 MG Elevated Storage Tank Rehabilitation, Richmond, TX
- WP3 0.5 MG Ground Storage Tank Rehabilitation, Richmond, TX
- Dayton Pavement Program, Dayton, TX
- Dayton Design Standards, Dayton, TX
- Bayport Water Treatment Plant Design, Middlesex County, VA
- Farmersville Wastewater Treatment Plant (WWTP) Improvements, Farmersville, TX
- Rhome WWTP Improvements, Rhome, TX
- College Gardens W/WW Utility Relocations, Stillwater, OK

	Client#: 25320 KIMLHORN											
	ACORD. CERTIFICATE OF LIABILITY INSURANCE											
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
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DAN. Collinge

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210



## **Statement of Conflicts of Interest**

Kimley-Horn, nor the team members listed for this project, have a conflict of interest regarding these services for the City of Dayton.

An official website of the United States government Here's how you know





Entity Registration					
Core Data					
Business Information					
Entity Types					
Financial Information					
Taxpayer Information					
Points of Contact					
Security Information					
Assertions					
Reps and Certs					
Exclusions					
Responsibility / Qualification					
Entity Reporting					

## KIMLEY-HORN AND ASSOCIATES, INC.

DUNS	Unique Entity ID					
061099131						

SAM Unique Entity ID V8PKGG6NLKV6

CAGE/NCAGE
0BPM5

1/11/22, 4:05 PM

Registration Status

Expiration Date

Active

Aug 5, 2022

Purpose of Registration **All Awards** 

**Physical Address** 

421 Fayetteville ST STE 600 Raleigh, North Carolina 27601-1777, United States

Mailing Address 421 Fayetteville ST STE 600 Raleigh, North Carolina 27601-1777, United States

\*The DUNS number is currently the official Unique Entity ID

Version

**Current Record** 

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ				
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY				
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).					
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.					
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.					
1 Name of vendor who has a business relationship with local governmental entity.					
N/A					
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which				
<sup>3</sup> Name of local government officer about whom the information is being disclosed.					
N/A					
Name of Officer					
<ul> <li>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</li> <li>Yes</li> <li>No</li> <li>B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable income, is not received from the local government officer or a family member of the officer AND the taxable income is not received from the local government al entity?</li> <li>Yes</li> <li>No</li> </ul>					
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	officer or director, or holds an				
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.	or the onlicer one of more gifts 003(a-1).				
	2/2022				

Form provided by Texas Ethics Commission

## Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, <u>Kimley-Horn and Associates, Inc</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

law K Kade

Signature of Contractor's Authorized Official

Aaron Rader, P.E. | Vice President Printed Name and Title of Contractor's Authorized Official

1/12/2022

Date

## Kimley-Horn does not participate in lobbying activities.

## Approved by OMB 0348-0046

Disclosure of Lobbying Activities Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

N/A       b. grant         c. cooperative agreement         d. loan         e. loan guarantee         f. loan insurance		offer/application I award	Report Type: a. initial filing <u>N/A</u> b. material change	
Name and Address of Reporting E Prime Subawarde, if	e	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
N/A			N/A	
Congressional District, if kno	wn:		onal District, if known:	
Federal Department/Agency:		7. Federal Prog	ram Name/Description:	
N/A		N/A CFDA Number, <i>if applicable</i> :		
Federal Action Number, if known:		9. Award Amount, if known:		
N/A		\$ N/A		
<b>10. a. Name and Address of Lobb</b> ( <i>if individual, last name, first name</i>		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
N/A			N/A	
11. Information requested through the authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a m representation of fact upon which reli by the tier above when this transactio entered into. This disclosure is requir U.S.C. 1352. This information will be r Congress semi-annually and will be a inspection. Any person who fails to fil disclosure shall be subject to a civil p than \$10,000 and not more than \$100, failure.	352. This naterial ance was placed n was made or ed pursuant to 31 eported to the vailable for public le the required enalty of not less	Signature: Print Name: Aarc Title: <u>Vice President</u> Telephone No.:		
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)	

# **CERTIFICATE OF INTERESTED PARTIES**

### FORM 1295

1 of 1

					1011
	Complete Nos. 1 - 4 and 6 if there are interested parties.OFFICE USE ONLYComplete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.CERTIFICATION OF FILING			-	
1	ame of business entity filing form, and the city, state and country of the business entity's place			<b>Certificate Number:</b> 2022-838818	
	Kimley-Horn and Associates, Inc.		2022	-050010	
	Dallas, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	01/1	01/11/2022	
-	being filed.				
	City of Dayton		Date	Date Acknowledged:	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provide		/ the co	ontract, and pro	vide a
	2021-7	1 I I I			
	Engineering services for ARP Act-funded elevated storage tar	nk renabilitations			
4					finterest
-	Name of Interested Party	City, State, Country (place of busir	iess)		oplicable)
				Controlling	Intermediary
М	cEntee, David L	Dallas, TX United States		х	
Le	fton, Steve	Dallas, TX United States		х	
Fl	anagan, Tammy	Dallas, TX United States		х	
C	ook, Richard N	Dallas, TX United States		х	
5 Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION				
	My name is AARON RADER	, and my date of	birth is	06/24/1981	l 
	11700 KATY FWY, SUITE 800 My address is	,HOUSTON,	<u>TX_,</u>	77079	<u>, US</u> .
	(street)	(city) (s	tate)	(zip code)	(country)
I declare under penalty of perjury that the foregoing is true and correct.					
	Executed inCounty	V. State of TEXAS on the	11TH <i>i</i>	av of JANUARY	, 20 22 .
	Executed in HARRIS County, State ofTEXAS, on the 11TH_day of _JANUARY _, 20_22 (month) (year)				
	Norme K Rale_				
		Signature of authorized agent of cor	ntracting	g business entity	
		(Declarant)			

#### **REQUIRED CONTRACT PROVISIONS**

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. \*Language as of May 21, 2021.

#### **All Contracts**

THRESHOLD	PROVISION	CITATION	
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	
None	<ul> <li>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</li> <li>41 CFR 60-1.4 Equal opportunity clause.</li> <li>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to any grant, contract, loan, insurance, or guarant, contract, loan, insurance, or guarant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or applicant for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to any Grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract or this contract, the contractor agrees as follows:</li> <li>(1) The contractor will not discriminate against any employee or applicant for employment because of race</li></ul>	(B) 2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	
	identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:		

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

	the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	
	The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.	
	The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.	
	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.	2 CFR 200 APPENDIX II (D)

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	The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	2 CFR 200 APPENDIX II (I) and

<b></b>		
	funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	<ul> <li>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</li> <li>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</li> <li>(b) Affirmative steps must include:</li> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's businesses, and women's businesses;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's businesses enterprises;</li> </ul>	2 CFR 200.321

None	<ul> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</li> <li>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: <ul> <li>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</li> <li>(b) When the non-Federal entity is notified in writing by the Federal awarding agency for indirect costs, or pass-through entity to extend the retention period.</li> <li>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</li> <li>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity to extend the retention period.</li> <li>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of</li> </ul></li></ul>	2 CFR 200.334
	<ul> <li>involving the records have been resolved and final action taken.</li> <li>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</li> <li>(c) Records for real property and equipment acquired with Federal funds must be</li> </ul>	
None	or pass-through entity, the 3-year retention requirement is not applicable to the	2 CFR 200.334
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).	
	(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.	
	(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u> . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	<ul> <li>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</li> <li>(1) is between a governmental entity and a company with 10 or more full-time employees; and</li> <li>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</li> <li>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</li> <li>(1) does not boycott Israel; and</li> <li>(2) will not boycott Israel during the term of the contract.</li> </ul>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201



# Request for Qualifications City of Dayton Architecture / Engineering / Surveying Services for Engineering Services for American Rescue Plan (ARP)





### TABLE OF CONTENTS

# **RFQ ARP A/E/S Services**

Cover Page	0
Table of Contents	0
Transmittal Letter	1
Company Profile	2-6
Experience and Qualifications	
A&R Engineering & Watearth	7-13
JMI List of Local Government Engineering Projects	14
JMI Project Approach, Experience and Qualifications	15-18
Resumes and Licensure	
J. Morales, Inc	19-23
A&R Engineering	24-26
Watearth	27-35
JMI Representative Projects	
Architecture	40-45
Civil Engineering	46-49
Surveying	50-54
Required Forms	
SAM.GOV	55-56
References	57-59
Certificate of Insurance	60
Statement of Conflicts of Interest / Disclosure	61
Form Conflict of Interest Questionnaire	62
Certification Regarding Lobbying	63-64
Form 1295	65
Required Contract Provisions	66-72



January 12, 2022

**ATTN:** Valarie Cumberland 117 Cook Street, Dayton, Texas 77535 Email to: <u>vcumberland@daytontx.org</u>

### **RE: RFQ ARP A/E/S Services**

Dear Mr. Cumberland,

J. Morales, Inc., is a Texas Corporation established in 1981 as Civil Concepts, which provides professionally licensed services in Architecture, Engineering, Land Surveying and Project Management. J. Morales, Inc. provides our clients with a well-rounded experienced team of professionals committed to giving every project, large or small, the attention it deserves. We are excited at the opportunity to work with the City of Dayton and submit our qualifications for consideration for the RFQ ARP A/E/S Services.

J. Morales, Inc., has extensive experience in many project types including government, private, commercial, and industrial. Our services include the design of small to medium sized commercial buildings, municipal projects, large industrial buildings, master planned communities/subdivisions and unique one-of-a kind projects for our clients. Our diverse experience allows us to offer consulting services representing government and private entities with respect to each other.

J. Morales, Inc. meets the appropriate state licensing requirements to practice as an Architect/Engineer/Surveyor in the State of Texas and has not had a record of substandard work nor engaged in any unethical practices within the last five years.

Please contact me directly with any questions.

Javier J. Morales <u>j.morales@jmoralesinc.com</u> 102 Munger St., Pasadena, TX 77506 Office (713) 947-6606 Fax (713) 947-6609

Sincerely,

Janier J. Monles

Javier J. Morales, PE, PMP President

J. Morales provides clarity on your architecture, engineering and surveying projects. What is different about J. Morales is the atmosphere in which these services are provided. You will experience friendly, honest, intelligent and reliable services every time you interact with J. Morales.

J. Morales has early beginnings in 1981 and is proud to be minority and veteran owned. We are now providing professionally licensed services in Architecture, Engineering, Land Surveying and Project Management. J. Morales provides its clients with a well-rounded experienced team of professionals committed to giving every project, large or small, the attention it deserves.

We have extensive experience in many project types including government, private, commercial and industrial. Our services include the design of small to medium sized commercial buildings, municipal projects, large industrial buildings, master planned communities/subdivisions and unique one-off projects for our clients.

J. Morales' diverse experience allows us to offer consulting services representing government and private entities with respect to each other.

Located in Pasadena, Texas on the southeast side of the greater Houston Metroplex, J. Morales is ideally located to conveniently service the entire Houston/Galveston corridor and the surrounding regions.

#### LOCAL KNOWLEDGE MAKES THE DIFFERENCE

Throughout the decades, J. Morales has developed extensive knowledge of the Houston Metroplex area, including government requirements, existing utilities, paving and drainage requirements. With J. Morales, you will benefit from a staff of seasoned professionals that are well acquainted with State and City requirements, and enjoy the convenience of a simplified and streamlined project process.

#### WHO WE ARE IS AS IMPORTANT AS WHAT WE DO

Our multitude of repeat clients speaks to the strength of our relationships and the value we place on our reputation. Guided by strong leaders who engage themselves in every project and supported by a carefully recruited and dedicated staff, you can trust J. Morales to provide creative solutions that respect your deadline, budget and project goals. Committed to exceeding expectations time and again, we believe our passionate pursuit of the collaborative spirit sets us apart from the rest.

#### ALL YOUR NEEDS UNDER ONE ROOF

Whether you need specific professional services from one department or a turn-key solution, J. Morales has all your bases covered. Through a diverse team of professionals, J. Morales is qualified to supply Consulting that includes site analysis, feasibility studies, and construction management. The Land Surveying department is available to determine and record all physical aspects of your tract of land. The Civil Engineering department performs the calculations necessary to layout utilities, drainage, and all site plans required for your development. The Architecture department encompasses all aspects of building design and documentation, including Structural Engineering. J. Morales takes pride in distinguishing itself from other companies as a one-stop shop for an array of project services for public and private clients alike.

#### **CHALLENGING PROJECTS INSPIRE US**

Some engineering companies shy away from challenging projects; the professionals at J. Morales are inspired by them. In fact, J. Morales enjoys a reputation for not only helping clients develop tracts of land that other companies deem "undevelopable," but also for studying the land and helping the client determine a use that capitalizes on the land's monetary value. J. Morales has a proven history of successfully tackling unique projects such as a gun baffle at the City of Pasadena gun range, a Flying Stage constructed at the Pasadena Rodeo Arena and numerous Master Planned Communities.

#### RESPECTING BUDGETS WITHOUT SACRIFICING QUALITY

By relying on a staff of experienced professionals and leveraging durable yet aesthetically appealing construction materials, J. Morales provides their clients with the most value for their dollar- consistently bringing projects in on budget without sacrificing quality. J. Morales also represents the client to outside architects and engineers when appropriate, further ensuring a superior construction project that meets budget. The respect J. Morales has for client budgets is one reason that the majority of the company's work comes from repeat clients. Located in Pasadena, Texas on the southeast side of the greater Houston Metroplex, J. Morales is positioned to service a multitude of Clear Lake and Galveston Bay area cities. These include, but are not limited to Pasadena, League City, Deer Park, LaPorte, Galena Park, Pearland, Friendswood, and Baytown.

#### **CERTIFICATES/ LICENSES**

HUB • DBE • MBE • SBE • VOSB Certified

J. Morales enjoys a long history of serving its community and is honored to be a member of several local organizations, including:

- City of Pasadena Chamber of Commerce
- City of Sweeny Chamber of Commerce
- City of Baytown Chamber of Commerce

J. Morales is also proud to be affiliated with the following professional organizations:

- Texas Board of Professional Engineers
- Texas Board of Professional Land Surveying
- Texas Board of Architectural Examiners
- American Association of Engineers
- American Institute of Architects (AIA)
- International Interior Design Association (IIDA)
- United States Green Building Council Leadership in Environmental Design (LEED)



#### ARCHITECTURE

J. Morales originally entered the architectural field in 1998. J. Morales' staff has a combined architectural experience that encompasses 35 years and has successfully completed a wide variety of project types. J. Morales specializes in preparing design documents and providing services during the construction of new buildings as well as during the renovation of existing buildings.

The firm has developed specific practice areas related to the design of buildings, including: schematic design, design development, construction documents, construction administration, and project management. Additionally, services include site analysis and selection, programming and space needs analysis, scheduling, cost estimating, value engineering, life cycle costing, existing facilities surveys, on-site representation, and interior design services. J. Morales provides both the traditional design-build and design-build project delivery methods.

Architecture projects have included:

- Office Building Design and Remodels
- Water Park Pool House
- Machine & Industrial facilities
- Warehouses from 3,000 to 120,000 sq. ft.
- Heliport Facilities
- Police Academies
- Medical Offices
- Commercial car wash
- City Hall Renovations
- Historic Building Renovations
- Baseball and Soccer Field Designs Including Concession Stands and Restrooms

- Restaurant & Bar Design
- Community Association Pool Facilities
- Manufacturing facilities
- Numerous Office/Warehouse Facilities
- Trucking Storage, Warehouse, Office, Dispatch Facility
- Fire Station Remodel
- Bank Building Renovation
- Court House
- Gymnasium, stadium and Rodeo Arena design
- Gun Range Building, Range and Baffles

#### **CIVIL ENGINEERING**

J. Morales has been directly involved in the design of an enormous number of projects involving multiple disciplines that include adherence to project scope and schedule, preliminary engineering and environmental assessment, multiple route selections for engineering designs as well as preparation of project construction plans, specifications and contract bid documents.

Full services extend to advertising project bids, bid recommendations, attending and leading project status during pre-bid, bid opening, pre-construction and construction meetings, contract administration and close-out acceptance and providing project As-Built drawings in hard copy and digital formats for all basic needs on capital improvement projects that include:



- Tax Increment Reinvestment Zone Engineering
- Boulevard Roadways for Governmental entities
- Municipal Management District Engineering
- Golf Course Drainage Facilities
- Sanitary Sewer Collection Lines
- Storm Water Drainage Facilities
- Building Renovations with Changes to the Site
- Paving, Drainage and Utilities for Office Buildings, Medical Facilities, Ball Parks, Warehouses and Industrial Facilities.
- Paving Drainage and Utilities of Shopping Centers Up to 40 Acres

- Public Improvement District Engineering
- Design of the Revitalization of Existing Roadways
- Flood Control Projects
- Water Distribution Lines
- Sanitary Sewer Lift-stations
- Structural and Foundation Engineering for Buildings
- Neighborhood Revitalization
- Subdivision Infrastructure for Subdivisions throughout East Harris County
- Detention Ponds for Projects Up to & in Excess of 500 Acres

#### **STRUCTURAL ENGINEERING**

J. Morales has provided structural services over the years for a variety of commercial, governmental, industrial, private and public entities. J. Morales' approach provides value to our clients by designing from a constructability perspective gained through years of on-site field experience. Often, projects suffer from a disconnect between engineering and construction. Our staff strives to provide straightforward solutions to even the most complex projects saving our clients time and money. Whether as a standalone service or paired with our other services, J. Morales offers great value, quality and fast paced solutions to our clients.

J. Morales provides services for new construction, renovations and analysis of existing structures and buildings. Structural projects have included:

- Steel Frame Buildings
- Stadiums
- Wood Frame Buildings
- Pre-fabricated Metal buildings
- Trench Safety Design
- Slab on Grade foundations
- Piles and Piers
- Individual and Strip footings
- Industrial Buildings
- Layout and Design to Satisfy Clearance Requirements for Hazardous Buildings/Equipment

- Pipe Racks and Structures for Oil and Gas Industry
- Retaining Walls
- Foundation Investigation and Maintenance Program
- Foundations for Pressurized Bullets and Tanks
- Investigation and Analysis of Existing Structures
- Mat Foundations
- Foundations for Transformers, Generators, & Gas Circuit Breakers
- Gun Range Baffles
- Forensic Engineering
- Certified Windstorm Inspection





#### SURVEYORS

J. Morales has been in the business of providing all types of Land Surveying services to both private and public entities since the establishment of the company and has surveying experience that spans more than 40 years.

J. Morales land surveying services include courthouse and field research, conventional surveying, the establishment of GPS retrievable horizontal and vertical project control, in-the-field GPS horizontal and vertical data acquisition, right-of-way surveying and mapping, construction surveying, As-Built surveys, as well as parcel boundary surveys with hardcopy and digital parcel drawings and metes and bounds descriptions for the following sub-disciplines and capital improvement projects:

- Boundary and Improvement Surveys for Sales
- Subdivision Plating from One to Hundreds of Lots
- Topographic Surveys for Construction Design
- Individual Road Right-of-way Parcels
- Route Surveying for Roadway Parcels
- Geodetic Control for Aerial Surveys
- Construction Layout
- Elevation Certificates
- Hydrographic Surveys

- Cell Tower Surveys
- Multi Parcel Road Maps
- Topographic Surveys
- Roadway Topographic Surveys
- Environmental Boundary Surveys
- Refinery Topographic Surveys
- Building Subsidence Surveys
- Easements
- Drone Photography and Surveying





### Company Profile - A&R Engineering

### **RFQ ARP A/E/S Services**

A&R	A&R Engineering and Testing, Inc. Geotechnical and Material Engineers
A&R Engineering and Testing,	Services
Add Engineening and resoluty, Inc. 323 Martin St Houston, TX 77018-3305 Main Number: <u>(713) 290-1912</u> Fax: (713) 290-9089 <u>Contact A&amp;R</u>	A&R's professional engineering experience comes from a wide variety of projects including geotechnical and civil engineering, foundation design and construction material testing and inspection.
Geotechnical Engineering	Geotechnical Engineering Services Services include: • Evaluation of expansive soils • Preliminary site evaluations • Geological hazard reports • Geotechnical exploration for foundation recommendations • Pavement design recommendations • Soil percolation testing • Septic system design • Ground water evaluation • Dams/Embankment/slope evaluation and stability design • Evaluation and recommendations for buildings damaged due to expansive soils • Forensic Studies • Expert Testimony
Laboratory Materials Testing	Construction Materials Engineering / Laboratory Testing Materials Evaluation, Testing and Inspection Specifications Review Quality Assurance / Quality Control Non-Destructive Testing - Torque Testing Steel Inspection - Welding Inspection Concrete and Steel Pipe Inspection Laboratory soils tests include: Proctor Compaction maximum dry density/optimum moisture determination Swell consolidation Atterberg Limits Gradation analysis Specific gravity Freeze-thaw Sodium sulfate content Concret etsting includes: Compressive strength of concrete cylinders and beams Masonry grouts and mortars Prisms and mix designs Asphalt testing includes: Asphalt testing includes: Specific gravity of aggregates and cores Maximum theoretical specific gravity (Rice Value) Mix designs
Construction Observation	Construction Observation Services include, but are not limited to: • earthwork • roadway construction • masonry construction • reinforced steel placement • fire proofing • damp proofing • drainage • open-hole foundation observations • drilled-pier observations • drilled-pier observations • driven pile observations • distress evaluations • multi-faceted trouble shooting
Environmental Services	Environmental Services • Environmental Site Assesments • Phase I Assesment • Phase II Study with consultant • Underground Storage Tanks • Soil and groundwater investigation
Home Abo	but A&R Engineering Projects Contact



# **Firm Description**

Watearth is your best resource for **planning**, **master plans**, **modeling**, **design**, **and construction support services** in disciplines such as Water Resources, Environmental, Green Infrastructure, Hydrology & Hydraulics, Design, Stormwater, and Communications in the Federal Government, Industrial, Litigation/Expert Witness, Local and State Government, Private Development, Transportation, Utilities, and Water Districts sectors.

Through consistent emphasis of proactive and responsive communication, quality deliverables, and streamlined processes, we have produced award-winning work for more than a decade, a testament to our reliability and expertise.

Our niche focus allows us to create solutions that elude less specialized firms. With highly accredited senior staff, Watearth is widely considered a leading firm in our disciplines, filling both key sub and prime roles.

By clearly identifying our areas of expertise, maintaining strong teaming relationships, and demonstrating precise process-based project management, Watearth guarantees the quality of our work products, ensuring that our designs and recommendations are costeffective, long-lasting, and supported by scientific rigor.

# **Mission Statement**

To provide water resources and environmental solutions

that consider the triple bottom line: financial, social, and ecological.

# Core Values

#### Proactive and Responsive Communication

Regular communication creates opportunities for us to collaborate throughout your project's lifecycle, allowing us to anticipate and solve challenges.

#### **Streamlined Processes**

Watearth will provide you with consistently sound solutions because of our streamlined network of internal processes. Our staff are part of a system of project development and delivery that guarantees the implementation of institutional knowledge and individual experience.

#### **Quality Deliverables**

By clearly understanding project goals and foreseeing roadblocks at the outset, Watearth develops solutions that satisfy or exceed your goals, regulatory agencies' criteria, and our own high standards for quality.

#### **Reliable Service**

Watearth is easy to work with. Central to this principal is that your experience with us is consistent and dependable. We are committed to developing and maintaining client trust.

#### **Respect for Diversity**

Watearth fosters diverse staff and business relationships, and we value inclusivity, understanding that diversity allows us to strengthen our business and continue learning at all stages of growth.

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# Why Watearth?

- ✓ Easy to Work With
- ✓ Proactive and Responsive Communication
- ✓ Streamlined Processes
- ✓ Quality Deliverables
- ✓ Reliable Service
- ✓ Respect for Diversity
- ✓ Small Business Accessibility
- ✓ Unique Niche Expertise
- ✓ Over a Decade in Business



# **Firm Information**

Full Legal Name	Watearth, Inc.
President	Jennifer J. Walker PE, DWRE, ENV SP, CFM, QSD
President Phone	832.444.0663
President Email	jwalker@watearth.com

# General Phone<br/>General Email<br/>Fax877.302.2084<br/>watearth@watearth.com<br/>800.519.3774CertificationsDBE, SBE, WBEWebsitewww.watearth.com

Locations

Houston 13100 Wortham Center Drive, 3rd Floor, Houston, TX 77065, 713.208.9573

Austin 2215 Post Road Ste. 1056, Austin TX 77804, 512.557.1028

**Dallas** 17250 Dallas Parkway, Dallas TX 75248, 469.778.5448

San Antonio 11230 West Ave, Suite 3202, San Antonio TX 78213, 210.920.467

# Areas of Key Expertise

# Environmental

Watearth responds to demanding projects requiring high-level understanding of a broad range of concepts within this specialized field. Watearth has the technical capacity to provide permit support for the requirements of NEPA/CEQA, USACE, and Endangered Species Act (ESA). Our experience includes **Phase I & II Environmental Site Assessments**, restoration, remediation, sampling, IS, hazardous waste management, and mitigated negative declarations. We write water quality technical studies and chapters of larger EIR-type documents, which include hydrology. We provide wetland delineation, visual assessments, and soils and geology.

Our design work includes site plans and alternatives; concept and schematic designs; cost estimation and scheduling; utilization of latest design techniques and standards; development of design criteria; permit coordination, review, and approval; monitoring plan development; and utility relocation coordination. We focus on sustainable site design, including LID retrofits as well as water resources design from BMPs to storm drain systems to flood control facilities. Watearth provides both design and construction support services which include facilitation and procurement of permits. We support construction through health and safety planning, and air quality and biological monitoring.

- Biology (Fish & Wildlife)
- Envision
- Equity and Justice
- Hazard Planning
- NEPA/CEQA
- Permitting

- Phase 1 & 2 ESAs
- Regulatory Compliance
- Restoration
- Sampling & Monitoring
- Soils Management & Sampling
- Wetland Delineation



# Green Infrastructure

We bring significant national, statewide, and local expertise in Green Infrastructure/Low Impact Development (LID), sustainability, and aspirational design that considers aesthetics, community values, climate change and resiliency, transportation access improvements, low-water use vegetation, habitat restoration, and long-term maintenance needs. Watearth has recently

We won! Given the client's desire to look at green infrastructure, the decision to include Watearth on the team was stunningly important. Most of the interview questions were about green infrastructure and Jennifer handled all of that with great skill. Rex Hunt, PE Alan Plummer Associates completed more than twenty grant-funded projects related to Green Infrastructure, including civil, landscape, and irrigation design; LID and hydrology modeling; maintenance plans; permitting; monitoring design and plans; grant compliance; and interpretive signage. Watearth has worked on large green infrastructure master planning efforts and criteria manuals. We provide construction phase services. Resiliency experience includes erosion control and mitigation design, as well as drought-tolerant plant palette selection.

We staff Envision Sustainability, LEED, and permaculture-certified professionals. Watearth's local, statewide, and national experience in sustainable and resilient Landscape Architecture, Green Infrastructure, and civil and environmental engineering from planning and analysis through design and construction creates tangible solutions that protect infrastructure, environment and investment and improve quality of life.

Watearth's staff provide comprehensive experience, having successfully integrated landscape architecture sustainability into our approach to stormwater management. Watearth has related hands-on experience customizing water conservation methods, specifically as they relate to irrigation and landscape design, performing irrigation station programming, scheduling, and managing controllers, as well as regularly performing water use calculations for landscape planting plans and performing water conservation reduction evaluations. Watearth provides botany and plant identification.

- Hydrology Modeling
- Hydromodification Management
- Irrigation Design
- Field Infiltration Testing
- Low Impact Development
- Operations & Maintenance

- Planting Plans
- Resiliency
- Stream Restoration
- Sustainability
- Water Quality Modeling

# Hydrology & Hydraulics

We have extensive experience evaluating the hydrology and water quality impacts and developing mitigation plans for urbanized and less developed areas from a watershed-level down to the smallest site. We have successfully provided services from planning and modeling through design, construction, and maintenance phases.

Watearth's staff have completed hundreds of hydrology and hydraulics studies, FEMA submittals, and flood control, storm drainage, and water quality designs. Projects range from regional SF Bay Area GI, City of LA Sidewalk EIR with hydrology modeling for the entire City of LA, and City of Houston Regional Stormwater Master Plan covering all watersheds in the city, Statewide Natural Channel Design project Texas Water Development Board, and Winding Meadow and Willow Creek watershed studies. Watearth has also conducted site-specific design and expert witness for flood control failures and water quality and erosion issues. FEMA submittals experience

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includes flood plain fill, structures, converting Zone As to studied streams, and experience in restudying watersheds on behalf of FEMA.

Watearth brings significant 1D/2D and steady/unsteady flow experience. Watearth Principal Jennifer J. Walker has presented HEC-HMS Modeling Bootcamp, HEC-RAS Modeling Bootcamp, and HEC-RAS Unsteady Flow Modeling Bootcamp seminars on behalf of the Floodplain Management Association. Additionally, Watearth has presented national seminars through the American Society of Civil Engineers on Advanced Detention Routing focusing on a range of advanced modeling programs, including HEC-RAS unsteady flow, HEC-HMS, XP-SWMM 1D/2D Flow, Innovyze, and others. Watearth staff began using XP-SWMM 2D flow capabilities when it was released in the mid-2000s and have remained at the cutting-edge application of software, incorporating a wide range of two-dimensional flow programs on a range of projects from watershed level studies to CIP designs to ensure that proposed storm drain improvements solve structural and roadway flooding.

Watearth's team are experts on hydrology and hydraulics modeling and mitigation of impacts from flood control projects and fill in the flood plain. We are skilled with conveyance/flood plain storage and detention solutions tailored on a project-by-project basis and watershed-specific

I was very pleased with the quality of deliverables produced by Watearth and their professionalism.

> Buddy Tautenhahn HCID 17

using standard technical processes and review checklists to ensure that projects are FEMAcompliant, work with regional solutions, and do not cause unintended impacts.

- Bridge Hydraulics and Scour
- Climate Change
- Complex Modeling (1D/2D, Unsteady Flow, Continuous Simulation)
- Criteria Manuals
- Detention and Flood Control

- Drainage Master Plans
- FEMA, Flood Plain Mapping
- Operations & Maintenance
- Reservoirs, Dams, & Levees
- Sediment Modeling
- Storm Drain Design

# Water Resources

Watearth's Water Resources expertise ranges from large regional conservation efforts for major clients to extensive Water Supply Assessments (WSAs). We provide full-service design and modeling for projects involving water distribution systems, water quality, groundwater, conservation, and contaminants. We audit and peer review existing design and have authored many master plans. Watearth possesses expert Geographic Information System (GIS) capabilities and employs this tool to ensure accuracy of our work.

We provide comprehensive demands analyses for wastewater/greywater systems including planning, modeling, design, and sizing for greywater. We incorporate cutting-edge hydraulic analysis to determine peak flows based on comprehensive assessments of future needs, providing recommendations for public agency and private institution clients on cost-efficient solutions. We perform collection system design, flow projections, master planning, modeling, and nutrient mass balance studies.

- Alternative Supply
- Greywater
- Groundwater
- Operations & Maintenance
- Pump Stations
- Recycled Water

Houston-based award-winning DBE Water Resources & Civil/Environmental Engineering Services.



- Reservoirs and Dams
- Resiliency
- Wastewater
- Water Conservation
- Water Quality Modeling
- Water Supply

# Design

Watearth's civil team manages our sustainable site design projects and is highly proficient in the disciplines of green infrastructure design, grading and drainage, erosion control, storm drain design, flood control design, and water and wastewater design. We develop solutions for infrastructure that will stand the test of time and provide for the wellbeing of the project owner's constituents.

- Drainage
- Environmental Design
- Erosion Control
- Grading
- Landscape Architecture

- LEED
- Survey
- Sustainable Site Design
- Urban Planning
- Utilities

# Stormwater

We provide comprehensive stormwater solutions to projects of all sizes, ranging from larger regional efforts to map watersheds to smaller site-based plans for managing runoff during construction. We oversee MS4 and Construction General Permits and compliance and write best Management Practices (BMPs), Operations & Maintenance (O&M) plans, Stormwater Pollution Prevention Plans (SWPPPs), Water Quality Management Plans (WQMPs), Water Pollution Control Plans (WPCPs), Rain Event Action Plans, and technical manuals. We design stormwater capture and reuse solutions.

Watearth supports construction efforts through QSD/QSP services, inspection of landscape features, and stormwater BMP monitoring.

- Criteria
- Erosion Control Plans
- Inspections
- Monitoring/Monitoring Plans
- Permit Compliance
- Stormwater BMPs/Treatment

#### • Stormwater Capture

- Stormwater Recharge
- SWPPPs
- TMDLs
- Water Quality & Water Quality Management Plans

# Communications

Watearth provides full-suite text and graphics editing for community outreach and interpretive signage purposes. Award-winning, Watearth's interpretive signs are tailor-made to meet both client vision and grant requirements. We coordinate community events, providing the necessary communications and marketing staff to produce educational materials like posters, brochures, and presentation. Our technical experts are seasoned public speakers.

I'm really impressed with the deliverables and quality of communication.

Steve Ramirez Opterra Energy Solutions

Watearth's staff have trained tens of thousands in environmental and water resources topics through ASCE seminars and webinars related to modeling, design, and best management



practices; and through project-specific courses designed for client staff, often related to maintenance.

Watearth incorporates GIS as a framework for gathering, managing, and analyzing project-area and regional geographic characteristics and potential project impacts upstream and downstream. We staff a full-time dedicated GIS expert to provide our clients with quick and accurate turnaround of deliverables, many of which rely heavily on GIS. All exhibits, maps, and models are GIS-based and tailored to our Clients' receiving GIS system. Available topographic and LIDAR data is used to supplement existing data within the project vicinity and modeling is performed to GIS standards. Though technical in nature, applications of GIS are effective when used as a tool for communicating project conditions.

- Community Meetings
- Educational Materials
- Geographic Information System (GIS)
- Grant Assistance and Implementation

- Graphics
- Interpretive Signage
- Language Translation: Spanish, Farsi, German
- Public Outreach
- Training

# Sectors

# Local and State Government

Watearth's key client demographic are the agencies that make up local and state governments, and include City of Los Angeles, City of Houston, City of Austin, City of Oakland, City of Sacramento, and more. A mainstay of Watearth projects, this sector represents some of our best experience; we have provided all of our key services to projects within this market.



#### List of Past Associations

#### **RFQ ARP A/E/S Services**

#### List of Past Local Governments, Housing Authorities, and Non-Profit Developer Clients

- City of Houston
- City of Pasadena
- City of League City
- · City of Baytown
- · City of La Porte
- · City of Galena Park
- · City of Deer Park
- · City of Port Arthur
- · City of Kemah
- Harris County
- Galveston County
- Port of Houston Authority
- Texas Department of Transportation
- Texas Parks and Wildlife
- Habitat for Humanity
- Texas Mission Builders



#### Project Approach, Experience and Qualifications

J. Morales, Inc. is an Engineering, Surveying and Architecture firm in Pasadena, TX. Our dedicated staff provides specialized expertise and integrated services to coordinate and complete projects.

The Surveyors at J. Morales, Inc. have experience providing all types of Land Surveying services to private and public entities for 37 years. The surveying services at J. Morales, Inc. include courthouse research, field research, right-of-way and design surveys for roads, highways, flood control channels, construction layout, surveys for buildings, roads, utilities, as-built surveys, parcel boundary surveys, FEMA flood mapping, aerial mapping control surveys for roads, highways, cell tower surveys, and GIS mapping. We practice conventional surveying and the establishment of GPS retrievable horizontal and vertical project control, in the field acquisition, with hardcopy and digital parcel drawings and metes and bounds descriptions. We will provide survey files with NAD83 horizontal (Texas State Plane, South Central Zone 4204) and provide meta data (CORS station and EPOCH) combined scale factor (Grid to Surface) & NAVD88 (2001 Adj.) Vertical and will provide meta data (TSARP RM used). All point data in asci format, TIN surface model in LANDXML format, will be provided on the survey. All Utilities, Pipelines, features within and 5' outside property line will be included. The Edge of Pavement, Top of Curb, Crown, Driveways, Natural Ground, CL / FL of ditch, driveways & structures will be included. Storm Sewer Inlets, manholes, type and size of pipes, topography, including existing mailboxes, street signs and power poles. Sketches of measure downs will be provided, CAD file with surface lines connected and measure downs annotated, symbol legend and point codes used. In addition to proven field expertise, the firm is equipped with a drone that can take aerial surveys.

Our Civil Engineers have the experience to design the site with improvements to minimize impact to the City Hall Campus.

Our Sub-Consultant A&R Geotechnical Engineers will provide the on-site soil boring testing with water levels, laboratory tests to evaluate the engineering properties of the soils, the engineering analysis, structural slab fill and placement criteria, minimum design parameters, recommendations to eliminate or minimize foreseeable construction problems, all of which will be incorporated into the Geotechnical Engineering Report. Also, A&R will provide approved singular borings at the request of the City of Dayton.

Our team will design and administer this project from inception to completion. We have construction administration personnel to develop and produce project schedules, estimates and field observation.

#### **Company Overview**

Formed in 1981, Civil Concepts, Inc. (CCI) provided Land Surveying and Civil Engineering services. CCI originally entered the architectural field in 1998. In 2016, CCI was sold to the current owner who added Structural Engineering to the services provided. **J. Morales, Inc.** (JMI) is certified as HUB, MBE and SBE. Our new brand makes it clear that we are a full service Architectural, Structural and Civil Engineering firm, and not merely Surveying and Civil Engineering.

J. Morales, Inc. carries an impeccable reputation for offering a total package of in-house professionals who provide architectural, interior design, engineering, surveying, and consulting services from conception to project completion.

- The **Architecture** studio is proficient in all aspects of building design and documentation, including programming, interior design, rendering, coordination with engineering consultants, contract administration, cost estimating and construction management.
- Our Construction Management team has two general contractors with decades of experience in cost estimating assist the architectural studio and civil engineers with constructability design issues



and field verification. Owner Javier Morales, PE has an extensive cost estimation background and is certified as a PMP.

- The **Civil Engineering** department provides design service in all aspects of site design, including site analysis, hydrology, and feasibility studies.
- The **Land Surveying** department records all physical aspects of properties, including boundary, topographic, platting, and elevation certification. We have a drone to take photographs and GIS surveys from the air.

#### 2021 Staff:

15 employees: Engineering – 5 Architecture – 2 Land Surveying – 5 Constr. Admin. - 1 Administration – 2

#### **Ownership Information**

Formed in 1981, Civil Concepts, Inc. (CCI) provided Land Surveying and Civil Engineering services. CCI originally entered the architectural field in 1998. In 2016, CCI was sold to the current owner who added Structural Engineering to the services provided.

**J. Morales, Inc.** (JMI) is certified as HUB, DBE, MBE, SBE & VOSB. Our new brand makes it clear that we are a full service Architectural, Structural and Civil Engineering firm, and not merely Surveying and Civil Engineering.

#### **Physical and Mailing Address**

J. Morales, Inc. 102 Munger Street Pasadena, Texas 77506

#### **Primary Contact Information**

Javier J. Morales, President Phone: (713) 947-6606 Fax: (713) 947-6609 Email: j.morales@jmoralesinc.com Website: www.jmoralesinc.com

#### State of Texas Taxpayer Vendor Identification Number

32066246821

#### Federal Employer Identification Number (FEIN)

30-1038348

Architecture, Engineering and Surveying Team



J. Morales is a homogenous firm. We have different departments, but we work together as a team. Weekly upper management meetings are held with project status reports. Typically, 5 Architecture projects are going in various stages, 20 Surveying projects are ongoing, and about 10 Civil Engineering projects are happening. J. Morales, Inc. will be available and ready when the City of Dayton calls to start the Federally Funded Construction Projects located in this general region of Texas. We are available for any civil, structural, architectural, or surveying projects needed by the City of Dayton. We are also experts at renovation of existing buildings, interior design, and new construction.

#### **Customer Satisfaction**

Trust among team members provides more effective communication. The three things the J. Morales, Inc team brings to this contract are TRUST, COMMUNICATION, AND LISTENING. As a team we have committed to practice effective communication to help us better understand each specific project assignment. This commitment will enable us to build trust, respect, and create an environment where we can present cost saving alternative ideas, develop solutions to any issues that may arise and to work effectively throughout the duration of the contract.

To help save time and avoid conflicts and misunderstandings the J. Morales, Inc team will listen intently to the specific needs of the City of Dayton. We understand the prestige and safety priorities of the City of Dayton and the importance of achieving accurate drawings, measurements and designs that fit the needs, goals, and objectives of the City of Dayton. Our goal is to provide the most attainable and cost-effective services to our clients and to provide design solutions that will create an inclusive environment for the community.

#### Proposed Project Team

J. Morales Inc. is an Engineering, Surveying and Architecture firm located in Pasadena, Texas, with the capabilities to directly support the City of Dayton and provide Professional A/E Services for the RFQ ARP E/A/S Services.

The J. Morales Inc. team confident that we can successfully complete Federally Funded Brazoria projects assigned through this contract and have outlined an organizational chart.

#### Design Approach

J. Morales, Inc. will develop a work plan that will detail the specific methods, tasks, and the activities proposed to provide data for each assigned City of Dayton work order. The work plan will clearly define what is required to perform the work, address the projected schedule, and identify what will be delivered. Once the work plan is in place, estimated work and company resource requirements will be determined. The steps necessary to assess the tasks, equipment, and labor to complete the work include:

1. Conducting a thorough review of the project assignment and scope of work and completing an Estimate using spreadsheets developed by our firm over the past 38 years.

2. Developing a Scope of Work or to determine project needs, goals, and objectives.

3. Planning Methods starting with Researching and Compiling available existing Data, Photographs, Drawings, the Survey, and additional pertinent information. Field Verifying Existing Conditions Accurately and Methodically. Assigning tasks to Staff. Creating a Schedule with Benchmarking Goals.



4. Technical Studies & Comparative Analysis of the spaces, materials and equipment used in the building.

- 4. Feasibility Studies to determine if this solution will work in this location at an affordable cost.
- 6. Problem Analysis and Solution Finding.
- 7. Design reviews with Client and End Users at various stages of the project.
- 8. Building Evaluation Reports.
- 9. Key Metrics of Quality and Performance Measurement performed monthly.
- 10. Customer Satisfaction is assessed and asked about.
- 11. Other Architectural Engineering and Technical Services will be performed by our "one-stop shop"

#### Project Team

**J. Morales, Inc.** proposed lead engineer and architect will interact with client representatives to discover and identify project's needs and goals, including project budgets, time schedule, and client's short and long-term visions. This exercise requires superb design capabilities and expertise to achieve and JMI staff is capable of delivery.

We have a longstanding relationship with **A&R Geotechnical Services and Watearth** and invited them to be on our team, because of their outstanding expertise in testing for Environmental, Hydrology, Landscape Architecture and Low Impact Development.

We propose 100% commitment of required resources to achieve client's goals and objectives. Fortunately, with current workload on one hand and depth of expert technical resources among our staff on the other hand, we do not anticipate any difficulty meeting these objectives. We are committed to staff the project team with high quality architecture and engineering expertise from project inception through construction completion.



Resumes and Licensure – J. Morales, Inc.

## Javier J. Morales, PE, PMP



#### **Representative Project List:**

Ivy Avenue Road Reconstruction, Joint Project Harris County and Deer Park – Structural Engineer, Client Contact, Estimates

Pasadena Pet Adoption Center – Structural Engineer, Client Contact, Estimates

**University of Houston Clear Lake** – Pearland Campus Structural Engineer, Client Contact, Estimates

**River Ranch** – Structural Engineer, Client Contact, Estimates

Tamina Townsite – Structural Engineer, Client Contact, Estimates

Valboone Place – Structural Engineer, Client Contact, Estimates

**Bayway Auto Dealership** – Structural Engineer, Client Contact, Estimates

**Prostar Manufacturing** – Structural Engineer, Client Contact, Estimates

University of Houston Loading Dock Guardrails – Structural Engineer, Client Contact, Estimates

Holiday Inn Hobby Airport Harvey Restoration and New Foyer – Structural Engineer, Client Contact, Estimates

Vista Office Park – Structural Engineer, Client Contact, Estimates

#### **PRESIDENT / STRUCTURAL & CIVIL ENGINEER**

#### **Roles & Responsibilities:**

As company president and structural engineer, Javier is responsible for establishing company's goals and strategies and presiding over the entire workforce. He oversees budgets and ensures resources are properly allocated. Javier is responsible for overall accountability and business development, for client contact, project estimates, project proposals, design concepts, design, and production on projects from conception through startup and warranty. His engineering responsibilities include structural design and calculations, checking structural documents and field inspections. Javier reviews all documents before sending to clients or city officials.

As our Structural Engineer, Javier will Seal Structural Drawings.

#### As Firm Owner Javier is Authorized to Sign Contracts.

#### **Education:**

Bachelor of Science in Civil Engineering, University of Houston United States Coast Guard Academy

License: PE TX 110134, PMP #1654330

Residence: Houston, TX

Experience: Total Years of Experience: 15

Years with JM: 5

<u>Ventech Engineers, Inc.</u> *Operations Coordinator and Project Manager* Managed projects ranging in value from \$1MM to \$160MM.

Norex Engineering *Civil / Structural Engineer* Performed residential and commercial design analysis of structures, drainage foundations to ensure compliance with local codes and Windstorm specifications.

#### Cuellar Builders

New Home Construction Superintendent / Accounting Managed all construction projects perform material takeoffs, ordering, scheduling, QA/QC, supervision of subcontractors/trades. Attained city permits and inspections and interacted with clients to meet project requirements. Performed employee payroll and subcontractor billing, invoicing, and payments.



### **RFQ ARP A/E/S Services**

Resumes and Licensure – J. Morales, Inc.

# Cathleen Hart, AIA, LEED AP, IIDA



**Representative Project List:** 

**Kayser Technology** – Interior Architecture, coordinating with MEP, Client Contact

Westwood Recreational Center Landscaping – Landscape Architecture

Holiday Inn Hobby Airport Harvey Restoration and New Foyer – Client Contact, Architecture, and Interior Design

Fatty's Sports Bar – Client Contact / Architecture

Vista Office Park – Client Contact / Architecture / Permitting Process

**Prostar Manufacturing** – Architecture Interior Design

Cy Fair County College Library – Architectural Programming

Robert E. Lee Hotel, San Antonio Historic Rehabilitation of the 10story building new Common Area and updated apartments - Interior Architecture / Historic Documentation / Client Contact

#### Historic 1939 Post Office Rehabilitation for J. Morales – Historic Documentation / Architect /

Interior Designer / QC

#### DIRECTOR OF ARCHITECTURE Roles & Responsibilities:

Direct point of contact and liaison between Owner, Consultants, and General Contractor. Oversight of project planning and design, including document checking, code compliance, and construction administration. Cathleen is a professional registered architect experienced with managing project budgets up to 7M dollars, leading a team of 4-8, and mentoring aspiring architects. Cathleen designs for visual impact and the health, safety, flexibility, and comfort of the people using the spaces. She understands that thoughtful design will enhance safety and security at the Elias Ramirez building.

#### As our Architect, Cathleen will Seal Architectural Drawings.

#### **Education:**

Bachelor Environmental Design, Texas A&M University 1982 Emergency Teaching Credential Long Beach State University, CA License: Registered Architect State of Texas 18685

### Residence: Houston, TX

**Community Service:** Featherock Christian Retreat Center Board of Directors – 1 year Archdiocese of San Antonio Building Board – 6 years St. Anthony Mary Claret Building Committee – 5 years Mirabella HOA Architectural Review Board – 9 years

#### Experience:

Total Years of Experience: 40

Years with CCI & JMI: 4

#### CHAI Architects, San Antonio, TX 2009-2016

#### Owner

Zachry Industrial, where she designed a 60,000 SF addition to the existing building as Owner's Architect. Programmed the spaces by meeting with end users, facilities managers, security officers, executives, chefs, physicians, nurses, and department heads. Cathleen developed a 50-year Master Plan for the 140-acre campus. She designed the Zachry Corporate Office Cafeteria Expansion and Kitchen Renovation. Responsible for the design of a new 25,000 sf office, restrooms, and locker room for Zachry Nuclear Engineering Holdings in Connecticut.

#### Gensler, Houston, TX 2000-2007

Cathleen was responsible for architectural programming for Haliburton employees during their merger with Kellogg, Brown, and Root, in 18 buildings at various locations around Houston. Tenant Development and Restroom Renovations in several buildings.

#### Awards/Career Highlights:

Greater Houston Preservation Assoc. "Good Brick Award" for 511 Lovett Street, Houston

**BOMA Internat'I** 2003 TOBY Award for the Esperson Building Reno. **BOMA Internat'I** 2004 TOBY Award for 1001 McKinney Renovation



Resumes and Licensure – J. Morales, Inc.

## **Mohammed Omar, RPLS**



**Representative Project List:** 

Access Storage, Reserve B \_ Topo for detention pond

Rollingbrook, Section 2 – Topo

**Mickey Gilley's Tract** – Boundary for platting

City of Deer Park EMS Building – Construction Staking

Westwood Commercial – Meets & Bounds for Easements

West Walker Street & Sidewalk Improvements – Topo survey

Hotel in La Porte – Boundary & Topo Survey

N Street Improvements – Boundary & Topo Survey

8 Acre Tract in Baytown – Boundary and Topo Survey

115 Acres in Dayton, Liberty County– Boundary & Topo Survey

#### **REGISTERED PROFESSIONAL LAND SURVEYOR**

As our Registered Professional Land Surveyor, Mohammed will Review and Seal Land Surveys.

Education: Bachelor of Science in Engineering Technology, Structural Analysis & Design, University of Houston Downtown

License: State Certified R.P.L.S. TXDOT Pre-certified. Flood Plain Manager. Project Manager

Residence: Houston, TX

#### **Experience:**

Total Years' Experience: 45

Years with JM: 2 years

Hawkland Consultants, Inc. (2010-2019) Owner and Survey Project Manager, developed proposals for surveying projects and performed area calculations and parcel descriptions.

LTRA (2008-2010) Survey Project Manager, Reviewed ROW drawings, area calculations and parcel descriptions.

PBS&J (2007-2008) Survey Project Manager

All Points Service Corp. (2006-2007) Surveyor, RPLS., Managed residential Lots, Building and elevation projects. Reviewed, investigated and verified project assignments. Signed and sealed parcel plats and elevation certificates.

United Engineers (2004-2005) Survey Project Manager, committed field crew supervisor and reviewed utility field cut.

Texas Department of Transportation (1983-2004) Survey Project Manager, who managed in-house and outsourced Design, Hydraulics, Surveying and Mapping projects for the Houston districts of Brazoria, Ft. Bend, Galveston, Harris, Waller and Montgomery counties. Directed and/or established project controls using conventional and GPS methods. Locate and determine elevation of pipelines and other utilities within State Right of Ways.

Fluor Corporation (1980-1982) Sr. Structural Designer, Managed and reviewed structural/civil design drawings. Facilitated and resolved field routing designs and construction issues. Coordinated squad checks.

Amman & Whitney Consulting Engineers (1976-1980) Sr. Structural Designer/Draftsman, developed preliminary project drawings for concrete and steel structures, bridges, and Hi-Rise buildings. Executed final projects drawings. Drafted designs for laced blast resistance concrete cells.



# A&R Watearth

Resumes and Licensure – J. Morales, Inc.

# **Bill Bezdek**



#### **Representative Project List:**

SER Office Expansion & Building B, - General Contractor

Texas TransEastern Office Complex with 3 Buildings – General Contractor

Historic 1939 Post Office Rehabilitation for J. Morales – Construction Administrator

Pasadena Convention Center Repairs after Hurricane Ike – General Contractor

City of Pasadena Pet Adoption Center – General Contractor

City of Pasadena Strawberry Park Pavilion, Concessions, Baseball Fields & Swimming Pool Renovation – General Contractor

City of Pasadena Permit Department Office Renovation with Asbestos Abatement – General Contractor

Pasadena Livestock Show and Rodeo Arena Renovation – General Contractor

#### **CONSTRUCTION ADMINISTRATOR**

#### **Roles & Responsibilities:**

Communicating with owners, subcontractors, public and private entities; Oversee performance management through schedule preparation, pre-planning and resource forecasting as well as continual management of all job reporting logs. Planning and attending project progress meetings, pre-bid, pre-construction, and post construction meetings. Reviewing accuracy of construction pay applications, estimates, and financial forecasts which tie into project schedules. Oversee construction inspectors and inspection reports to assure that projects are completed according to contract documents.

#### **Community Service:**

City of Pasadena Planning Commission – Commissioner City of Pasadena Buildings and Standards Commission – Commissioner Pasadena Livestock Show and Rodeo – President 1999-2000

#### **Education:**

Bachelor Science Business Administration, Sam Houston University 100% Disabled Vietnam Veteran

#### **Residence:**

Pasadena, TX

#### **Experience:**

Total Years of Experience: 46

Years with JMI: 11

Employed by Houston Shell and Concrete for 5 years General Contractor for 30 years Construction Administrator for Civil Concepts and JMI for 11 years

#### Awards:

1992 JHPA Prism Award for Custom Home over \$1MM Pasadena Rotary Club International Paul Harris Award





#### Resumes and Licensure – J. Morales, Inc.



Figure 2. Javier Morales - Engineer, No. 11034, Exp. 09/30/22



Figure 5. Mohammed Omar – RPLS, No.5 915, Exp 12/31/22



**RFQ ARP A/E/S Services** 

Resumes and Licensure – A&R Engineering & Testing, Inc.

### Alfred A. Maceiras, PE

#### **Representative Project List:**

Ivy Avenue Road Reconstruction, Joint Project Harris County and Deer Park – Geotechnical Engineer

Pasadena Pet Adoption Center – Geotechnical Engineer

University of Houston Clear Lake – Geotechnical Engineer

**River Ranch** – Geotechnical Engineer

Tamina Townsite – Geotechnical Engineer

Valboone Place – Geotechnical Engineer

Bayway Auto Dealership – Geotechnical Engineer

Prostar Manufacturing – Geotechnical Engineer

Holiday Inn Hobby Airport Harvey Restoration and New Foyer – Geotechnical Engineer

Vista Office Park – Geotechnical Engineer

#### PRESIDENT / GEOTECHNICAL & STRUCTURAL ENGINEER

#### **Roles & Responsibilities:**

As company president and geotechnical engineer, Al is responsible of all daily technical and professional activities including staff supervision, job progress review, budget control and scheduling, as well as construction materials engineering and testing as the senior supervising engineer. He also reviews, analyzes, and responds to all written and verbal inquiries within the engineering departments.

#### As our Geotechnical Engineer, Al will Seal Geotechnical Reports

Education: Bachelor of Science in Civil Engineering, Texas A&M University, 1961

License: PE TX 25357

Residence: Houston, TX

#### **Experience:**

Total Years of Experience: 44

Mr. Al Maceiras has decades of professional engineering experience. This experience has been on a wide variety of projects in the areas of geotechnical engineering, foundation design and construction materials testing and inspection.

Mr. Macieras' experience in geotechnical engineering includes various structures, from bridges and petrochemical plants to individual homes, roads, warehouses and retaining walls. He has supervised numerous pile driving operations and quality control inspections for chemical plants and high-rise office buildings.

#### **Professional Societies:**

American Society of Civil Engineers

A&R Watearth

**RFQ ARP A/E/S Services** 

Resumes and Licensure – A&R Engineering & Testing, Inc.

# Ramsy "Russ" Hassouna, MSCE, PE

J.MORALES

Representative Project List:	EXECUTIVE VICE PRESIDENT
Westwood Recreational Center Landscaping – Geotechnical Engineer	<b>Roles &amp; Responsibilities:</b> Mr. Russ Hassouna provides geotechnical and civil engineering services. He is responsible for quality control.
Holiday Inn Hobby Airport Harvey Restoration and New Foyer –	Education: Bachelor Science in Geotechnical Engineering, King A. A. University, Saudi Arabia, 1986
Geotechnical Engineer Vista Office Park – Geotechnical	Master of Science in Civil Engineering (Geotechnical) South Dakota School of Mines and Technology, Rapid City, SD, 1992
Engineer	License: Registered Professional Engineer State of Texas 81966
Prostar Manufacturing – Geotechnical Engineer	Experience: Total Years of Experience: 22
Historic 1939 Post Office Rehabilitation for J. Morales – Geotechnical Engineer	Mr. Hassouna has decades of experience providing geotechnical and civil engineering services for subdivisions, roads, schools, commercial and industrial construction projects.
	He has participated with a team of engineers in the design of pavements, as well as sanitary and storm sewers for major projects including drainage systems for major petrochemical sites. In addition, Mr. Hassouna has designed trench drainage systems for major steel recycling plants.
	Mr. Hassouna has worked on the geotechnical engineering aspects of retaining wall design and slope stability analysis for numerous projects.
	He has evaluated foundation and soil conditions for many residences throughout the state of Texas with respect to the causes of shrink / swell potential of soils and their effects on foundation movement. He has performed settlement analysis studies on numerous structures.
	Mr. Hossouna has also provided engineering and technical support for quality control and assurance testing, on-site inspections, material quality estimates and highway alignment design.

Professional Societies: American Society of Civil Engineers



### **RFQ ARP A/E/S Services**

#### **Company Information**

### Mark E. Howard

#### **Representative Project List:**

Westwood Recreational Center Landscaping – Geotechnical Engineer

Holiday Inn Hobby Airport Harvey Restoration and New Foyer – Geotechnical Engineer

Vista Office Park – Geotechnical Engineer

Prostar Manufacturing – Geotechnical Engineer

Historic 1939 Post Office Rehabilitation for J. Morales – Geotechnical Engineer

#### **GENERAL MANAGER**

**Roles & Responsibilities:** Point-of-contact on the majority of CMT projects and serves as a liaison between site representatives and technical support. All field and laboratory reports are reviewed by Mr. Howard for accuracy and specification compliance prior to client receipt.

#### **Professional Certifications:**

NICET Level II – Asphalt NICET Level II – Soils NICET Level II – Concrete TxDOT HMAC Level 1A – Plant Production Specialist

Experience: Total Years of Experience: 27

Mr. Howard currently manages our Houston office. He serves as Quality Assurance / Quality Control manager of all activities including evaluating personnel training, concrete mix design reviews as well as field and laboratory testing data interpretation. His expertise includes, but is not limited to laboratory soils, asphalt and concrete testing, concrete, mortar and grout testing and sampling, drilled footing installation to verity proper bearing stratum, excavation conditions, reinforcement placement and shaft dimensions, aggregate sampling and analysis, batch plant inspection, quality control testing and observation at project locations, equipment calibration and project management of numerous endeavors, including asphaltic concrete placement overlays and recycling asphalt placement.

Mr. Howard is thoroughly familiar with and has performed testing in accordance with ASTM, TxDOT and AASHTO Standards and Specifications. He is responsible for initiating and maintaining strict guidelines set forth by our laboratory accreditation certification from A2LA.



# Ryan M. Hoskins CES

### **Environmental Scientist**

Hoskins performs a wide variety of **environmental** and **technical services** as an Environmental Scientist. Hoskins has led and assisted in projects pertaining to **regulatory compliance**, **hazardous materials management**, **air quality**, **storm water**, **geographic information systems**, **emergency management**, Resource Conservation and Recovery Act (RCRA) and solid waste characterization. Hoskins has conducted **environmental research**, **provided professional opinions**, and helped in the development of many **technical reports** and **environmental compliance plans**. Work experience includes major industry partners on various projects nationwide and internationally, including USAF, US Army, Coast Guard, Navy, Corps of Engineers, Italian Air Force, and **major consulting engineering and environmental players**.

# Education

BS. Environmental Science. St. Mary's University, San Antonio, TX.

# Licenses & Certifications

- OSHA 40-Hour HAZWOPER. 29 CFR 1910.120.
- OSHA 8-Hour HAZWOPER Refresher. 3120.04.
- 4- Day RCRA Hazardous Waste Management. 40 CFR 260-265.
- Asbestos Awareness Training.
- First Aid/Medic Training.

# **Representative Projects**

Harris County Parkway (Mobile Homes) Subdivision Drainage Improvements Project: Phase I Environmental Site Assessment and Environmental Services (Houston, TX). Watearth provided a soil hydraulic conductivity test, Phase 1 ESA, wetlands presence verification, historical/cultural resources desktop study, assessment of threatened and endangered species, developed LID alternatives/landscape specifications and associated quantity and cost estimates, and provided project renderings.

**City of Austin Tannehill Creek Morris Williams Stormwater Improvements and Bartholomew Park Stormwater Treatment Retrofit (Austin, TX)**. Prepared desktop infiltration study for proposed Stormwater Control Measures (SCMs) at a park site and a proposed inline water quality pond at a golf course based on available hydrologic soils group, soils textures data, and groundwater data following approach in City of Austin's Environmental Criteria Manual (ECM). Recommended geotechnical sampling and monitoring locations and provided oversight of field work and sampling for proposed Stormwater Control Measures (SCMs) intended to provide water quality and structural flooding benefits. Evaluated results of field sampling and field and laboratory infiltration studies and prepared report. Performed riparian functional assessment for existing and proposed conditions. Developed preliminary 30% design of proposed stream restoration at critical erosion locations. Developed cost estimates and Preliminary Engineering Report (PER) documentation. Included stakeholder outreach. Included TCEQ Surface Water Quality Regulations.

USACE Galveston District Harris Reservoir Expansion Hydrology and Hydraulic EIS (Freeport, TX).

Performed technical studies including Phase 1 ESA and hazardous materials management related to water supply reservoir, treatment, and reservoir operation for 50,000 acre-feet expansion to existing water supply reservoir serving industrial and petrochemical users. This was a Federal sector project, Section 404 permit EIS. Included groundwater assessment, NEPA, water



# **Resume** Civil Engineers for the City of Dayton

quality, and fish habitat assessment. Performed data evaluation of existing reservoir operations, hydrology, hydraulics, habitat, cultural resources, wetlands, soils, and geotechnical. Developed GIS-based hydrologic and hydraulic models using HEC-HMS, HEC-RAS, Riverware for Oyster Creek, Harris Reservoir, and tributaries. Evaluated and quantified reservoir operations, diversions, and flood plain impacts. Utilized Water Availability Model (WAM). Recommended mitigation measures. Presented to and participated in community and stakeholder outreach. Included detention.

Memorial Park Conservancy Permitting Review and Best Management Practices and Marketing Benchmarking Study (Houston, TX). From "Best Practices" to "Best in Class", Watearth researched and evaluated permitting requirements and water supply alternatives for commercial-scale urban composting operation within Memorial Park. Evaluated water supply alternatives, including surface water runoff, existing City potable water connection within Memorial Park, new City potable water connection, groundwater, and other sources for commercial composting operation. Determined permitting requirements for various options, including zoo and food waste in addition to landscape materials generated within Memorial Park through urban forestry and other maintenance activities. Researched composting Best Management Practices (BMPs) and certification programs. Performed benchmarking study of commercial and park composting operations statewide, nationwide, and internationally. Recommended branding and marketing strategies to achieve "Best in Class" for urban park commercial composting. Recommended composting BMPs and certifications for exceptional quality compost.

Los Angeles County Department of Public Works Adventure Park Regional Stormwater Capture. Project included diversions from the San Gabriel River Watershed into a 19.5ac-ft underground stormwater capture facility. Watearth managed the project and performed civil design, permitting, Phase I and Phase II Environmental Site Assessments, groundwater monitoring and geotechnical studies (field testing of soils using the double ring infiltrometer method), field identification of plants and trees, development of a Water Quality Management Plan (WQMP), erosion and sediment controls, Operations & Maintenance (O&M) Plan for the Low Impact Development (LID), bioretention LID design (featuring native and low water use plants), development of interpretive signs, and stakeholder outreach.

# Additional Projects

- United States Department of Defense (USDOD) Joint Base San Antonio Fence to Fence Environmental Services Contract (San Antonio, TX).
- Rest Easy LLC PAL A Phase I Environmental Site Assessment Updates (San Antonio, TX).
- DR Horton Home Construction Company Environmental Site Assessment (ESA) Phase I & II (Statewide, TX).
- United States Department of Defense (USDOD) Complete HW-50335 Class 3 RCRA Permit Renewal and Compliance Plan Application for Fort Sam Houston/Camp Bullis (San Antonio, TX).
- United States Department of Defense (USDOD) Texas Fence to Fence Environmental Services Contract (Statewide, TX).
- United States Coast Guard (USCG) Inventory Condition Assessment & Mapping (ICAM) Contract, Phase II (Nationwide, USA).
- Environmental Protection Agency (EPA) & Federal Emergency Management Agency (FEMA) Emergency Management, Hurricane Irma (Miami, FL).



# **Kimberly Fuchs**

### Senior Environmental Scientist

Fuchs is a talented Senior Environmental Scientist at Watearth, with a wealth of **environmental**, **technical**, **and field investigative experience**. Fuchs's **twenty years of practice** includes leading many environmentally and biologically sensitive projects in Alaska and surrounding Beaufort and Chukchi Seas, for high-level clients such as the National Marine Fisheries Services (NMFS), National Oceanic and Atmospheric Administration (NOAA), ExxonMobil, Shell, and Alaska Pipeline, and more. Fuchs has conducted Environmental Site Assessments (ESAs) and Environmental Impact Statements (EIS). Fuchs has coordinated challenging technical sections of projects including the preparation and execution of technical documentation, permitting, reviewing maps for accuracy to submit to agencies including USACE, Alaska Department of Transportation and Public Facilities (DOT&PR), Alaska Department of Natural Resources (ADNR), and other Local, State and Federal Municipalities. Fuchs' experience also includes preparing cost estimates and proposals, NEPA documentation, Best Management Practices Plans and Quality Assurance Plans, SWPPPs, and mitigation plans.

# Education

- BS. Biology c. Marine Biology. Florida Atlantic University. 2004.
- AS. Math and Science. Atlantic Cape Community College. 2002.
- AS. Biology. Atlantic Cape Community College. 2002.
- AS. Psychology. Atlantic Cape Community College. 2002.
- AA. Liberal Arts. Atlantic Cape Community College. 2002.
- AA. General Studies. Atlantic Cape Community College. 2002.

# Representative Experience

**Port of Corpus Christi Authority (PCCA) Drainage Master Plan (Corpus Christi, TX).** Developed a Storm Water Master Plan for the Inner Harbor and Rincon areas by managing storm water volume and quality of receiving waters under various growth and development scenarios. Implemented Green Infrastructure for new stormwater Best Management Developed Green Infrastructure solutions that work in conjunction with gray infrastructure. Provided technical input, support, and peer review for GIS-based Green Infrastructure sizing/site selection tool for the PCCA. Provided land use characterization, identification, evaluation and recommendation of GI features to improve water quality at the Port. Provided guidance and recommendations on depths to groundwater, depths to bedrock, slopes, liquefaction risk, soil type, land use, impervious cover, and buffers from contaminated sites related to applicability for Bioretention, Vegetated Swales, Porous Pavement, and Stormwater Wetlands. Assigned weighting and fuzzy logic weights for decision support system (DSS) analysis to determine suitable sites for these BMPs. Performed SWMMM hydrology, hydraulics and water quality modeling. Worked to develop CIP, O&M Plan, design details and criteria, and technical reports.

#### Harris County Parkway (Mobile Homes) Subdivision Drainage Improvements Project

**Environmental Services (Houston, TX).** This project aimed to provide storm sewer improvements increasing the capacity of the existing trunkline in Park Trail Drive. It also included cut and plug of the existing storm line in Tidwell Road. The project provided for detention pond mitigation and regrading of the Center Point ROW located east of the Parkway Subdivision. Watearth provided a soil hydraulic conductivity test, Phase 1 ESA, wetlands presence verification, historical/cultural resources desktop study, assessment of threatened and endangered species, developed LID



alternatives/landscape specifications and associated quantity and cost estimates, and provided project renderings.

City of Austin Thompkins Tributary Stormwater Control Measures Stream Restoration (Austin, TX). Performed desktop evaluation of flood plains, soils, range of infiltration rates, topography, land use, aerial photographs, critical environmental features, utilities, and impervious cover within the watershed. Performed site reconnaissance to evaluate hydrologic and hydraulic features of sites and vicinities at four locations. Developed six sustainable stormwater control measures at four locations determined by City staff, including an elementary school, vacant lot, an existing flood control wet pond, and Thompkins Tributary A (in conjunction with proposed stream restoration measures). Developed 10% planning-level design alternatives in GIS and evaluated alternatives for water quality performance, multi-use features, flood control benefit, construction cost, O&M cost, life-cycle cost, available right-of-way, utility conflicts, and other criteria used by the City for project development. Recommended three features for 15%-level design based on cost-benefit analysis of estimated cost per pounds of Total Suspended Solids (TSS) removed. Developed 15% design for biofiltration and vegetation swale at elementary school site, biofiltration within a vacant lot, and stormwater wetlands within Thompkins Tributary A ROW adjacent to proposed stream restoration. Included plan and profile view. Performed stakeholder outreach and developed presentations. Included TCEQ Surface Water Quality Regulations.

**City of Austin CLMP238 Walnut Creek Wells Branch Willow Bend Stream Restoration (Austin, TX).** Performed desktop evaluation of flood plains, soils, range of infiltration rates, topography, land use, aerial photographs, critical environmental features, utilities, and impervious cover within the watershed. Performed site reconnaissance to evaluate hydrologic and hydraulic features of sites and vicinities at four locations. Developed three sustainable stormwater control measures at 10% design. Developed 10% planning-level design alternatives in GIS and evaluated alternatives for water quality performance, multi-use features, flood control benefit, construction cost, O&M cost, life-cycle cost, available right-of-way, utility conflicts, and other criteria used by the City for project development. Recommended one alternative for 30%-level design based on costbenefit analysis of estimated cost per pounds of Total Suspended Solids (TSS) removed. Performed stakeholder outreach and developed presentations. Developed plans and profile sheets in Civil3D. Included TCEQ Surface Water Quality Regulations.

Los Angeles County Metropolitan Transportation Authority (LACMTA) Antelope Valley Line Capacity and Service Improvements Program, Environmental Impact Report Biology. Performed biological assessment, tree survey, hydrologic evaluation, and jurisdictional delineation of wetlands for approximately 10,000 LF of railway improvement in northern Los Angeles County. Addressed Draft EIR development comments from California Department of Fish and Wildlife. Project focused on rail improvement project along Los Angeles Metropolitan Transportation Authority's Antelope Valley Line (AVL), including: Balboa Double Track Extension, Canyon Siding Extension, and Lancaster Terminal Improvements, covering some 15,000 LF.

# Additional Projects

- Vision Galveston Shield Park Phase 1 ESA
- City of Houston Phase 1 & 2 South Lockwood SWPPP
- Los Angeles County Public Works (LACPW) Adventure Park Regional Stormwater Capture and Integrated Water Resources
- Norwalk La Mirada Unified School District CEQA Consulting for Baseball, Softball, Practice Fields Project at La Mirada High School
- Hilcorp Alaska Iniskin Peninsula Permitting Support for Planned Exploration Drilling
  Program



# **Brian Meade**

## Senior CAD Designer

Meade is a seasoned and proficient **CAD designer** who provides support to all Watearth's mapping projects. Meade has more than **35 years of experience**, spanning the disciplines of **survey and engineering design**. As a survey technician and manager, Meade developed an acute understanding of the art of topographic survey and has built this wisdom into work output as a **civil engineering designer**. Meade's ability to coordinate a team and pull together nuanced, **detailed CAD drawings** is essential to Watearth's core values of streamlined processes and quality deliverables.

# Education

• AS Mechanical Design & Drafting, State University of New York at Alfred, Alfred, New York

# Affiliations

• Member, NYS Association of Professional Land Surveyors.

# **Representative Projects**

Industrial Client Drainage and Detention Modeling and Design for 100-acre Liquified Natural Gas Site inside Levee (Houston, TX). Watearth provided engineering to create a comprehensive plan for temporary site drainage at a liquified natural gas facility in east Texas. Watearth developed a stormwater drainage plan for all three project construction phases to minimize potential wet site condition impacts. Watearth produced construction drawings for pipes, ponds, and pumps. The construction stormwater design plan was coordinated with the final site drainage plan to eliminate duplicate drainage facilities, minimize construction modifications, and ensure the most economical design possible. Prepared construction phase erosion control from multiple detention basins and pumped systems. Prepared spill control assessment and white paper for construction phase materials management and emergency response to spills and hazardous materials issues. Prepared ArcGIS exhibits for design drainage plans.

**City of Austin West Austin Park/Reed Park Water Quality Retrofits (Austin, TX).** Performed desktop evaluation of flood plains, soils, range of infiltration rates, topography, land use, aerial photographs, critical environmental features, utilities, and impervious cover within the watershed. Performed site reconnaissance to evaluate hydrologic and hydraulic characteristics, existing erosion and drainage patterns, existing mature tree canopy, including protected Spanish Oak trees, and recreational features at Reed Park. Developed three alternatives in GIS. Developed 30% design documents.

**City of Austin Tannehill Creek Morris Williams Stormwater Improvements and Bartholomew Park Stormwater Treatment Retrofit (Austin, TX)**. Prepared desktop infiltration study for proposed Stormwater Control Measures (SCMs) at a park site and a proposed inline water quality pond at a golf course based on available hydrologic soils group, soils textures data, and groundwater data following approach in City of Austin's Environmental Criteria Manual (ECM). Recommended geotechnical sampling and monitoring locations and provided oversight of field work and sampling for proposed Stormwater Control Measures (SCMs) intended to provide water quality and structural flooding benefits. Evaluated results of field sampling and field and laboratory infiltration studies and prepared report. Performed riparian functional assessment for existing and proposed conditions. Developed preliminary 30% design of proposed stream restoration at critical erosion locations. Developed cost estimates and Preliminary Engineering



Report (PER) documentation. Included stakeholder outreach. Included TCEQ Surface Water Quality Regulations.

**City of Austin CLMP238 Walnut Creek Wells Branch Willow Bend Stream Restoration (Austin, TX)**. Performed desktop evaluation of flood plains, soils, range of infiltration rates, topography, land use, aerial photographs, critical environmental features, utilities, and impervious cover within the watershed. Performed site reconnaissance to evaluate hydrologic and hydraulic features of sites and vicinities at four locations. Developed three sustainable stormwater control measures at 10% design. Developed 10% planning-level design alternatives in GIS and evaluated alternatives for water quality performance, multi-use features, flood control benefit, construction cost, O&M cost, life-cycle cost, available right-of-way, utility conflicts, and other criteria used by the City for project development. Recommended one alternative for 30%-level design based on cost-benefit analysis of estimated cost per pounds of Total Suspended Solids (TSS) removed. Performed stakeholder outreach and developed presentations. Developed plans and profile sheets in Civil3D. Included TCEQ Surface Water Quality Regulations.

Los Angeles County Public Works (LACPW) Adventure Park Regional Stormwater Capture and Integrated Water Resources. This Caltrans-funded regional stormwater quality project included diversions from the San Gabriel River Watershed into a 19.5ac-ft underground stormwater capture facility. Watearth managed the project and performed civil design, permitting, Phase I and Phase II Environmental Site Assessments, groundwater monitoring and geotechnical studies (field testing of soils using the double ring infiltrometer method), field identification of plants and trees, development of a Water Quality Management Plan (WQMP), erosion and sediment controls, Operations & Maintenance (O&M) Plan for the Low Impact Development (LID), bioretention LID design (featuring native and low water use plants), development of interpretive signs, and stakeholder outreach. Permits included CA DFW, USACE Section 401 and Section 404, RWQCB, LACSD, and EPIC LA LACFD and Regional Planning Diversion. Included structural plan checks of underground infrastructure and controls building.

Harris County Engineering Department (HCED) Edgewater Park Boat Launch and Floodplain Site Improvements (Houston, TX). Performed hydrologic, detention, and hydraulic modeling and developed mitigation to demonstrate no impacts for park and boat launch and multi-use trail within the flood pain and floodway of West Fork San Jacinto River. Developed stormwater quality and mitigation measures alternatives and white paper. Performed civil site design and landscape design for stormwater and water quality features.

**3 Watershed Studies and LOMRs (Harker Heights/Killeen/Copperas Cove, TX).** Prepared Letter of Map Revisions (LOMR) submittals to FEMA to remove filled areas within the regulatory flood plain for three project sites; Cedar Brook Ridge, Creekside Hills, and Heartwood Park. Developed HEC-HMS and HEC-RAS hydraulic models for Zone A watershed and HEC-HMS and HEC-RAS for two studies streams using GIS, topographic survey data, and construction drawings. Prepared hydraulic drainage studies and LOMRs for projects in three communities with different regulations. Provided site development support for removing three residential developments from the regulatory flood plain. Includes floodplain modeling to convert unstudied streams from Zone A to studied stream and mapped flood plain for Letter of Map Revision applications in two different communities, meeting local regulatory requirements as well as federal.

**USACE Fort Worth Covered Horse Paddock Civil Design and Cost Estimates (San Antonio, TX).** Provided cost estimates civil site design and SWPPP for a 90 ft by 180 ft covered horse paddock training facility for year-round, all-weather training. Site design elements included: drainage analysis and double-ring infiltrometer testing for saturated hydraulic conductivity of soils. Provided Low Impact Design (LID) in accordance with EISA of 2007, Section 438, to account for the addition of impervious surfaces.



# Jennifer J. Walker PE, DWRE, ENV SP, CFM, QSD

## Principal Environmental Engineer

Walker, President of Watearth, Inc., has an earned reputation for bringing unique insights to projects, whether the focus is green infrastructure or gray. As a water resources engineer chiefly concerned with **developing sustainable and resilient solutions**, **30 years of practice** producing foundational environmental documentation and master plans, nuanced and complex hydraulic and hydrologic models, and civil designs grounded in solid science and reality have prepared Walker to work on a variety of project types. Walker is widely considered an **expert in stormwater**, **water quality**, **flood control**, **green infrastructure**, **hydrology and hydraulics**, **water resources**, and complex projects with multiple stakeholders. Walker has provided operations training and continuing education to more than 10,000 client staff and engineers the world over

through programs at ASCE, CASQA, FMA, USACE, and Stanford University. For the truly sensitive matters of litigation, Walker has been called upon time and time again as an expert witness.

Walker excels in environmental science and water resources largely because due to understanding the value of niche focus. Walker and the adept team at Watearth provide efficient project management, operating within Walker brings an exceptional ability to present the 30,000-foot view while staying attuned to the detailed nuances of the project. Mayor Parker City of Houston

their expertise at a capacity and level of elegance that suggests a larger firm.

From CIPs to large regional studies, Walker adopts an appropriate level-of-detail, consistently tailored to clients' needs. By understanding systems at both ends of the spectrum, Walker has routinely proven an asset to project teams in need of a nuanced approach that addresses upstream and downstream project concerns. Walker's presence on the project means that key questions can be answered with confidence.

Walker's resume includes highlight projects across our nation's geography. Walker has consulted at a principal level for more than a dozen years, with projects for major municipal **clients in Texas and California carrying fees and construction costs over \$22M**. Walker navigates grant funding and regulatory policy deftly and will provide your project with the same on-budget and onschedule success provided to clients like City of Houston, City of Austin, Texas Water Development Board, San Francisco Estuary Institute, Caltrans, and Los Angeles County.

# Stormwater Resources Courses (Instructor)

- Advanced Low Impact Design
- Advanced Detention Routing
- Analysis of Green Infrastructure
- Bioretention and Rain Gardens
- Greywater Systems
- Integrating Stormwater Reuse
   into LID
- SWMM LID Modeling Bootcamp
- Education

- Stormwater Quality BMPs
- Sustainable Sites for O&M for Green Infrastructure
- Rainwater Harvesting
- LEED Sustainable Stormwater
   Hydrology
- HEC-RAS Modeling Bootcamp
- MCE. Civil Engineering c. Water Resources. University of Houston.
- BS. Civil Engineering c. Environmental and Water. Kansas State University.
- Management Development for Entrepreneurs. UCLA Anderson School of Management.

Houston-based Award-winning DBE Water Resources & Civil/Environmental Engineering Services.



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Building a High-Performing Business. Tuck Executive Education at Dartmouth.

# Licenses & Certifications

- PE. State of Texas. #85619.
- ENV SP. Institute for Sustainable Infrastructure.
- DWRE. American Academy of Water Resource Engineers.
- CFM. Association of State Floodplain Managers (Texas Floodplain Management Association). #0848-05N.
- Permaculture Designer's Certificate. Sustainable Development and Water. Permaculture Research Institute.

# **Representative Projects**

Harris County Parkway (Mobile Homes) Subdivision Drainage Improvements Project Phase 1 ESA and Environmental Services (Houston, TX): This project aimed to provide storm sewer improvements increasing the capacity of the existing trunkline in Park Trail Drive. The project provided for detention pond mitigation and re-grading of the Center Point ROW located east of the Parkway Subdivision. Watearth provided a soil hydraulic conductivity test, Phase 1 ESA, wetlands presence verification, historical/cultural resources desktop study, assessment of threatened and endangered species, developed LID alternatives/landscape specifications and associated quantity and cost estimates, and provided project renderings.

#### Los Angeles County Public Works (LACPW) Adventure Park Regional Stormwater Capture.

**Integrated Water Resources and Phase 1 and Phase 2 ESAs:** This Caltrans-funded regional stormwater quality project included diversions from the San Gabriel River Watershed into a 19.5ac-ft underground stormwater capture facility. Watearth managed the project and performed Phase I and Phase II Environmental Site Assessments, civil design, permitting, groundwater monitoring and geotechnical studies (field testing of soils using the double ring infiltrometer method), field identification of plants and trees, development of a Water Quality Management Plan (WQMP), erosion and sediment controls, Operations & Maintenance (O&M) Plan for the Low Impact Development (LID), bioretention LID design (featuring native and low water use plants), development of interpretive signs, and stakeholder outreach. Permits included CA DFW, USACE Section 401 and Section 404, RWQCB, LACSD, and EPIC LA LACFD and Regional Planning Diversion. Included structural plan checks of underground infrastructure and controls building.

Ashes to Ashes Corporation 340 W San Rafael Site Design, Phase 1 ESA, and Environmental Services: Provided Phase I ESA, urban planning, parking analysis for space required, permitting related to discharge into the sanitary sewer, and site design. Provided site topographic surveying and landscape design, including plant palette. Civil design included utility coordination and arading plan, from 60% to 100%, as well as peer review of the architecture, structural, and MEP

Vision Galveston Shield Park Phase 1 ESA (Galveston, TX): Prepared Phase 1 ESA for park in Galveston, TX.

disciplines. Also provided graphic design services for marketing materials.

**Department of Defense Five Phase 1 ESAs at Army Reserve Facilities:** Provided five Phase 1 ESAs at Army Reserve Facilities throughout the Midwest.

University of Houston Phase 1 ESAs (Houston, TX): Performed environmental services and conducted Phase 1 ESAs on various parcels.



**Kingwood Golf Course Reclaimed Water Irrigation System and Phase 1 ESA (Kingwood, TX):** Planned and permitted reclaimed water irrigation system for golf course. Included a Phase 1 ESA.

Harris County Engineering Department (HCED) Edgewater Park Boat Launch and Floodplain Site Improvements (Houston, TX): Performed hydrologic, detention, and hydraulic modeling and developed mitigation to demonstrate no impacts for park and boat launch and multi-use trail within the flood pain and floodway of West Fork San Jacinto River. Developed stormwater quality and mitigation measures alternatives and white paper. Performed civil site design and landscape design for stormwater and water quality features.

**City of Austin Tannehill Creek Morris Williams Stormwater Improvements and Bartholomew Park Stormwater Treatment Retrofit (Austin, TX):** Prepared desktop infiltration study for proposed Stormwater Control Measures (SCMs) at a park site and a proposed inline water quality pond at a golf course based on available hydrologic soils group, soils textures data, and groundwater data following approach in City of Austin's Environmental Criteria Manual (ECM). Recommended geotechnical sampling and monitoring locations and provided oversight of field work and sampling for proposed Stormwater Control Measures (SCMs) intended to provide water quality and structural flooding benefits. Evaluated results of field sampling and field and laboratory infiltration studies and prepared report. Performed riparian functional assessment for existing and proposed conditions. Developed preliminary 30% design of proposed stream restoration at critical erosion locations. Developed cost estimates and Preliminary Engineering Report (PER) documentation. Included stakeholder outreach. Included TCEQ Surface Water Quality Regulations.

**USACE Galveston District Harris Reservoir Expansion Hydrology and Hydraulic EIS (Houston, TX):** Performed technical studies including hazardous materials management, treatment, and reservoir operation for 50,000 acre-feet expansion to existing water supply reservoir serving industrial and petrochemical users. This was a Federal sector project, Section 404 permit EIS. Included groundwater assessment, NEPA, water quality, and fish habitat assessment. Performed data evaluation of existing reservoir operations, hydrology, hydraulics, habitat, cultural resources, wetlands, soils, and geotechnical. Developed GIS-based hydrologic and hydraulic models using HEC-HMS, HEC-RAS for unsteady flow analysis of Brazos River, Riverware for Oyster Creek, Harris Reservoir, and tributaries. Evaluated and quantified reservoir operations, diversions, and flood plain impacts. Utilized Water Availability Model (WAM). Recommended mitigation measures. Presented to and participated in community and stakeholder outreach. Included detention. Developed Drought Response Plan.



Resumes and Licensure – A&R Engineering & Testing, Inc.

### Alfred A. Maceiras, PE

#### **Representative Project List:**

Ivy Avenue Road Reconstruction, Joint Project Harris County and Deer Park – Geotechnical Engineer

Pasadena Pet Adoption Center – Geotechnical Engineer

University of Houston Clear Lake – Geotechnical Engineer

**River Ranch** – Geotechnical Engineer

Tamina Townsite – Geotechnical Engineer

Valboone Place – Geotechnical Engineer

Bayway Auto Dealership – Geotechnical Engineer

Prostar Manufacturing – Geotechnical Engineer

Holiday Inn Hobby Airport Harvey Restoration and New Foyer – Geotechnical Engineer

Vista Office Park – Geotechnical Engineer

# PRESIDENT / GEOTECHNICAL & STRUCTURAL ENGINEER

#### **Roles & Responsibilities:**

As company president and geotechnical engineer, Al is responsible of all daily technical and professional activities including staff supervision, job progress review, budget control and scheduling, as well as construction materials engineering and testing as the senior supervising engineer. He also reviews, analyzes, and responds to all written and verbal inquiries within the engineering departments.

#### As our Geotechnical Engineer, Al will Seal Geotechnical Reports

#### Education:

Bachelor of Science in Civil Engineering, Texas A&M University, 1961

License: PE TX 25357

Residence: Houston, TX

#### **Experience:**

Total Years of Experience: 44

Mr. Al Maceiras has decades of professional engineering experience. This experience has been on a wide variety of projects in the areas of geotechnical engineering, foundation design and construction materials testing and inspection.

Mr. Macieras' experience in geotechnical engineering includes various structures, from bridges and petrochemical plants to individual homes, roads, warehouses and retaining walls. He has supervised numerous pile driving operations and quality control inspections for chemical plants and high-rise office buildings.

#### **Professional Societies:**

American Society of Civil Engineers





#### Resumes and Licensure – A&R Engineering & Testing, Inc.

### Representative Project List:

Westwood Recreational Center Landscaping – Geotechnical Engineer

Holiday Inn Hobby Airport Harvey Restoration and New Foyer – Geotechnical Engineer

Vista Office Park – Geotechnical Engineer

Prostar Manufacturing – Geotechnical Engineer

Historic 1939 Post Office Rehabilitation for J. Morales – Geotechnical Engineer

### **EXECUTIVE VICE PRESIDENT**

**Roles & Responsibilities:** Mr. Russ Hassouna provides geotechnical and civil engineering services. He is responsible for quality control.

**Education:** Bachelor Science in Geotechnical Engineering, King A. A. University, Saudi Arabia, 1986

Master of Science in Civil Engineering (Geotechnical) South Dakota School of Mines and Technology, Rapid City, SD, 1992

License: Registered Professional Engineer State of Texas 81966

Experience: Total Years of Experience: 22

Mr. Hassouna has decades of experience providing geotechnical and civil engineering services for subdivisions, roads, schools, commercial and industrial construction projects.

He has participated with a team of engineers in the design of pavements, as well as sanitary and storm sewers for major projects including drainage systems for major petrochemical sites. In addition, Mr. Hassouna has designed trench drainage systems for major steel recycling plants.

Mr. Hassouna has worked on the geotechnical engineering aspects of retaining wall design and slope stability analysis for numerous projects.

He has evaluated foundation and soil conditions for many residences throughout the state of Texas with respect to the causes of shrink / swell potential of soils and their effects on foundation movement. He has performed settlement analysis studies on numerous structures.

Mr. Hossouna has also provided engineering and technical support for quality control and assurance testing, on-site inspections, material quality estimates and highway alignment design.

Professional Societies: American Society of Civil Engineers



Resumes and Licensure – A&R Engineering & Testing, Inc.

### Wedyan M. Obaid

### **Representative Project List:**

Westwood Recreational Center Landscaping – Geotechnical Engineer

Holiday Inn Hobby Airport Harvey Restoration and New Foyer – Geotechnical Engineer

Vista Office Park – Geotechnical Engineer

Prostar Manufacturing – Geotechnical Engineer

Historic 1939 Post Office Rehabilitation for J. Morales – Geotechnical Engineer

#### STAFF ENGINEER

**Roles & Responsibilities:** Civil & Structural Engineering Project Manager in charge of all daily technical and professional activities including staff supervision, job progress review and scheduling. She also reviews, analyzes, and responds to all written and verbal inquiries within the engineering departments.

**Education:** Bachelor's Degree in Civil & Environmental Engineering, University of Technology, Bagdad, Iraq

#### **Professional Certifications:**

2016 NICET Level II – Asphalt 2016 NICET Level II – Soils 2016 NICET Level II – Concrete

Experience: Total Years of Experience: 10

Mrs. Obaid experience on a variety of projects in geotechnical engineering, foundation design and construction materials testing.

Her experience in geotechnical engineering includes various structures from bridges, petrochemical plants to homes, roads, warehouses and retaining walls. She has also participated in the design of pavements, sanitary and storm sewers for major projects.





**Company Information** 

### Mark E. Howard

### **Representative Project List:**

Westwood Recreational Center Landscaping - Geotechnical Engineer

Holiday Inn Hobby Airport Harvey Restoration and New **Foyer** – Geotechnical Engineer

Vista Office Park - Geotechnical Engineer

Prostar Manufacturing -**Geotechnical Engineer** 

**Historic 1939 Post Office** Rehabilitation for J. Morales -**Geotechnical Engineer** 

### **GENERAL MANAGER**

Roles & Responsibilities: Point-of-contact on the majority of CMT projects and serves as a liaison between site representatives and technical support. All field and laboratory reports are reviewed by Mr. Howard for accuracy and specification compliance prior to client receipt.

#### **Professional Certifications:**

NICET Level II - Asphalt NICET Level II - Soils NICET Level II - Concrete TxDOT HMAC Level 1A - Plant Production Specialist

Experience: Total Years of Experience: 27

Mr. Howard currently manages our Houston office. He serves as Quality Assurance / Quality Control manager of all activities including evaluating personnel training, concrete mix design reviews as well as field and laboratory testing data interpretation. His expertise includes, but is not limited to laboratory soils, asphalt and concrete testing, concrete, mortar and grout testing and sampling, drilled footing installation to verity proper bearing stratum, excavation conditions, reinforcement placement and shaft dimensions, aggregate sampling and analysis, batch plant inspection, guality control testing and observation at project locations, equipment calibration and project management of numerous endeavors, including asphaltic concrete placement overlays and recycling asphalt placement.

Mr. Howard is thoroughly familiar with and has performed testing in accordance with ASTM, TxDOT and AASHTO Standards and Specifications. He is responsible for initiating and maintaining strict guidelines set forth by our laboratory accreditation certification from A2LA.



### **RFQ ARP A/E/S Services**

### **Project Example 1**

Project Name: Project Location: Holiday Inn Hobby Airport 8611 Airport Blvd., Houston, TX 77061



**Scope of Work:** Project included a new Foyer Airlock entry addition to the Holiday Inn Lobby, multiple ADA guest room restroom renovations and parking lot regrading due to the new foyer addition. New HVAC, lighting, flooring and plumbing were included. The design team worked with the Holiday Inn corporate branding and standards department. Every detail was approved by Holiday Inn before construction. The architect studied the impact to the pedestrian traffic flow across the Lobby to the Reception Desk and the Restaurant and relevant Building Code and Egress requirements.

Construction Cost: Completion Date:	\$350,000 August 2019
Owner Information:	Furrukh Khan (281) 736-9000
	furrukhfk@hotmail.com

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### **RFQ ARP A/E/S Services**

### **Project Example 2**

Project Name: Project Location:

Prostar Manufacturing 5527 Bay Oaks Drive, Pasadena, TX 77505



Scope of Work:	Design and documentation services for a new building to include a single- story pre-engineered metal building of up to 54,000 sq. ft. with up to 1,500 sq. ft. of build-out. Site design to include engineering as needed for the building scope, up to 2.5 acres. New ADA Restrooms, mop sink, eye wash and safety shower. JMI responsibility included the design and permitting phase. Project was completed on time and within budget.	
Construction Cost: Completion Date:	\$3.3 million October 2019	
Owner Information	Kevin Kiran	

wher information Kevin Kiran 5519 Bay Oaks Drive, Pasadena, TX 77505 (281) 910-0110 prostarmfg@gmail.com



### **RFQ ARP A/E/S Services**

**Project Example 3** 

Project Name: Project Location: Kaysertech 3660 Burke Rd., Pasadena, TX 77503



Scope of Work:	Design for interior build out of an Equipment Testing Facility which included new electrical panels, A/C, laboratory, six testing stations with 30A/3ph power connections, new insulation and ceiling, diamond polished floors, a pony wall to divide attic space above the existing offices, new stairway to the attic, new custom cabinetry, stainless steel sink, eyewash and new LED light fixtures. The project was completed on time and on budget.
Construction Cost: Completion Date:	\$360,000 March 2020
-	

Owner Information John Kayser 3660 Burke Rd., Pasadena, TX 77503 (281) 488-5436 j.kayser@kaysertech.com



### **RFQ ARP A/E/S Services**

### **Project Example 4**

Project Name: Project Location:

Pasadena Pet Adoption Center Burke Rd, Pasadena, TX 77506



Scope of Work:	Design of an approximate 6,300 sq. ft. Animal Adoption Center and parking lot; including Architectural design, Civil Engineering, Structural Engineering, Mechanical, Electrical & Plumbing Engineering, Landscaping, ADA reviews, Energy Reviews and documentation services. Project included Grooming Stations, Exam Rooms, Consultation Offices, Boarding Kennels, Restrooms and Kitchens. Project was Design / Build and came in on time in within budget.
Construction Cost: Completion Date:	\$2.8 million March 2017
Owner Information:	Robin Green, City of Pasadena Director of Public Works 1114 Davis Street, Pasadena, TX 77504 713-475-7835 <u>rgreen@ci.pasadena.tx.us</u>



### **RFQ ARP A/E/S Services**

### **Project Example 5**

Project Name: Project Location: La Michoacana Premium Ice Cream 1618 Spencer Hwy., South Houston, TX 77587



Scope of Work:	Design and documentation services for a 3,500 Sq. Ft. Tenant Finish-out for La Michoacana including Service Area, Prep Kitchen, Equipment Plans and Coordination with Mechanical Engineer, New HVAC, (2) new Walk-in Freezers, ADA Restrooms, Office, Storage, Sinks, all new Finishes, new LED Lights, Hand washing Sinks and 3-Compartment Sinks. The design team coordinated with kitchen equipment vendors and the Mechanical Engineer and finished the project in record time at the client's request. The project was completed on time and within budget.
Construction Cost: Completion Date:	\$350,000 August 2019
Owner Information	Daniel Andrade, La Michoacana Kay, LLC 2010 Ravine Drive, Gurnee Illinois 60031

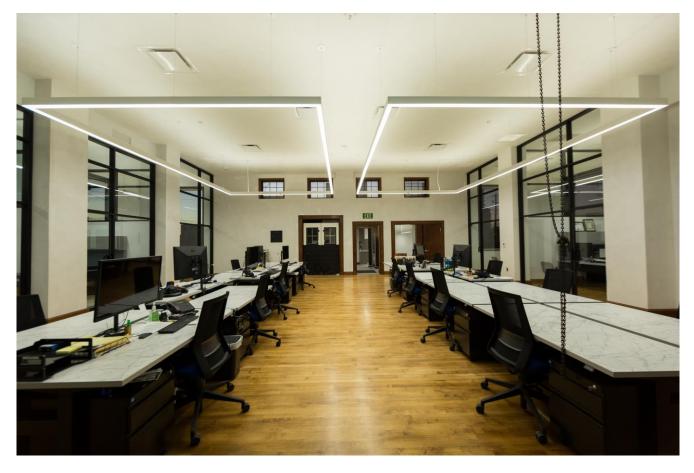
2010 Ravine Drive, Gurnee Illinois 60031 (224) 627-6559 adlconstructionandremodeling@gmail.com



### **RFQ ARP A/E/S Services**

### **Project Example 6**

Project Name: Project Location: J. Morales Post Office Rehabilitation 102 Munger Street, Pasadena, TX 77506



Scope of Work: J. Morales, Inc. purchased the 1939 Post Office from the City of Pasadena in 2018. Research was conducted, old photos of the building under construction and original blueprints were discovered. Our design team applied for City of Pasadena Economic Development grants and applied to the Harris County Historic Commission, which awarded the building an historical marker. The building has been abated and rehabilitated the building using the Secretary of the Interior's Standards to create office space for J. Morales, Inc. Architecture, Engineering and Surveying.

Construction Cost:	\$2,000,000
Completion Date:	October, 2021
Owner Information:	Javier Morales 102 Munger St., Pasadena, TX 77506 (713) 947-6606 j <u>.morales@jmoralesinc.com</u>



JMI - List of Past Associations Civil Engineering

### Project Example 1

The J. Morales Inc. team has an established reputation for delivering projects on time. We meet the project objectives by detailing specific methods, tasks, and our proposed schedule at the beginning of every project.



### Project: West Oak Development, LTD.

Address: League City, Galveston County

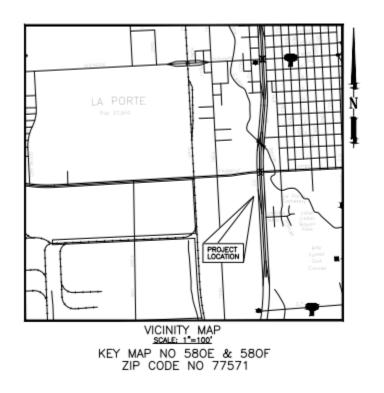
Scope: Westwood is a 496-acre master-planned community with minor arterial and residential roads, twelve residential sections, three commercial developments, one elementary school, four detention reserves with overflow weirs, and 36 acres of landscaped recreation area. J. Morales Inc. is contracted to provide professional services which include Surveying, Platting, Engineering and Construction Administration. Engineering services include paving and drainage design, detention basin design, as well as utility coordination and design.

Completion Date: Under Construction Owner Name: Tavis Campbell Budgeting and Project History: Estimated Construction Cost: \$65M. Email : Maria Morales, <u>westoakdevelopment@yahoo.com</u>



JMI - List of Past Associations Civil Engineering

## Project Example 2



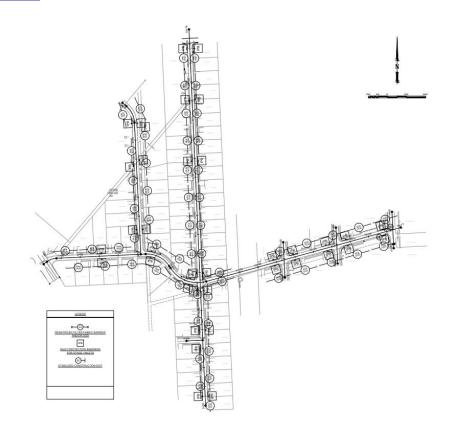
Project:M Street Improvement ProjectAddress:M St in the City of La PorteScope:M Street improvement project design of approximately 1600 ft. of new roadway,<br/>including utilities and drainage. The JMI was responsible for identifying and<br/>addressing potential obstacles. (i.e., pipelines, permitting, powerlines etc.) Survey<br/>services include topographic and construction staking.

Completion Date:	Ongoing
Owner Name:	City of La Porte (TIRZ #1)
Address:	604 W. Fairmont Parkway, La Porte, TX 77571
Phone:	281-470-5013
Email:	<u>citymanager@laportetx.gov</u>



JMI - List of Past Associations Civil Engineering

## Project Example 3



### Project: Pasadena Drainage Mitigation A-7 Project

Scope:

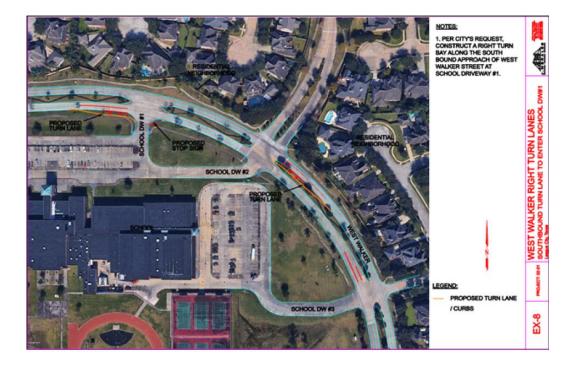
This project consisted of professional engineering, surveying, geotechnical, and hydrology services for the construction of the City of Pasadena Drainage Mitigation and Stormwater Detention program, which was federally funded by the Texas Division of Emergency Management through FEMA Hazard Mitigation Grant Program. J. Morales, Inc., A&R Engineering, Inc., and Watearth Inc., was contracted to provide drainage mitigation design of three listed sites (approximately 4,470 linear feet on John St., Gulf St., and Sharon St), by lowering and improving roadway sections and included the evaluation of roadway drainage, investigation and adjustment of existing utilities, and analysis of potential conflicts on the proposed pavement work were performed.

Completion Date:	Ongoing
Owner Name:	City of Pasadena
Address:	1149 Ellsworth Dr, Pasadena, TX 77506
Phone:	713-475-5573
Email:	MGardemal@pasadenatx.gov



JMI - List of Past Associations Civil Engineering

## **Project Example 4**



<b>Project:</b> Address: Scope:	West Walker Traffic Improvement Project West Walker St, city of League City This project includes signal and roadway improvements at ten unique intersections on W. Walker Street between the Northern Intersection of Kessler's Crossing and FM 646 in League City, Texas. Current intersections were analyzed, and key improvements are being designed to maintain acceptable traffic operations.
Completion Date: Owner Name:	Ongoing City of League City
Address:	300 W Walker St, League City, Texas 77573
Phone:	281-554-1451
Email:	anthony.talluto@leaguecitytx.gov





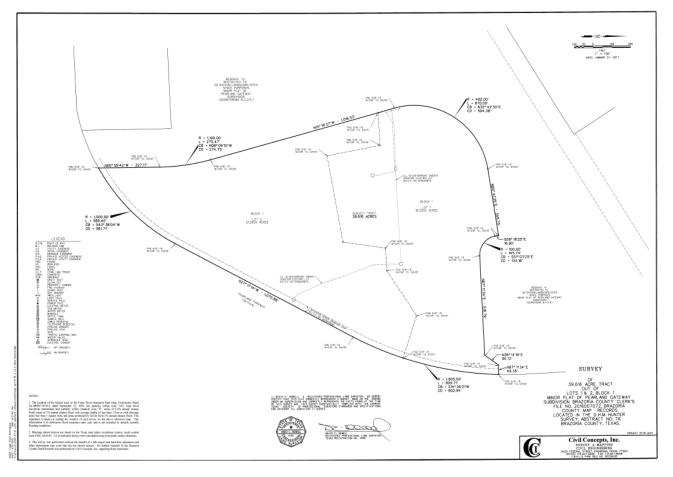
### University of Houston Clear Lake, Pearland Campus

A&R

- 1. 39.616 Acres
- 2. TSPS Category IA Condition II
- University of Houston, Clear Lake

   Ward Martindale, PE
   Associate Vice President
   2700 Bay Area Blvd.
   Houston, TX 77058
   (281) 283-2250
- 4. This land survey was for the University of Houston-Clear Lake Pearland Health and Science Classroom







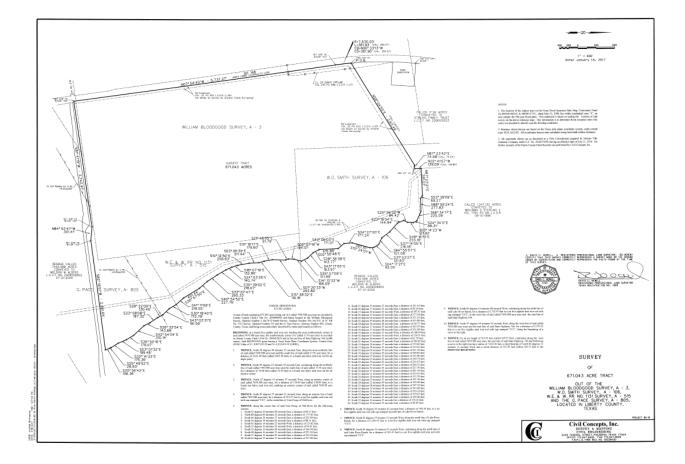


#### **River Ranch Holdings, LLC**

- 1. 6,985.16 Acres
- 2. TSPS Category IA Condition II
- 3. River Ranch Eddie Gray, Trustee 707 Market St. Baytown, TX 77522 (281) 422-3677 edgray@grayent.com

4. The property was surveyed for Mixed Residential & Commercial Development.









#### Valboone Place, Ley Wilson Development Co.

A&R

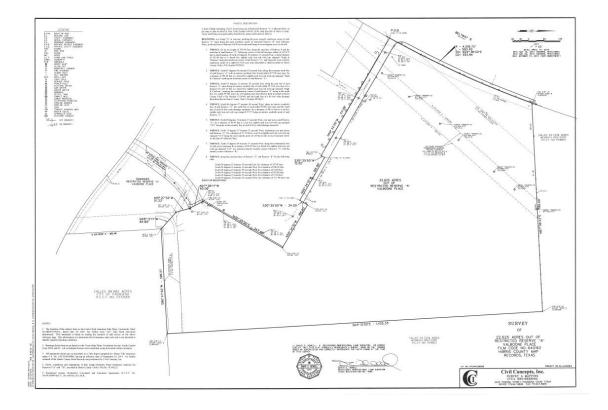
Watearth

- 1. 21.734 Acres
- 2. TSPS Category IA Condition II
- Ley Wilson Development Co. Michael Wilson
   4544 Post Oak Place, Suite 375 Houston, TX 77002
   (713) 385-5538
   michael@leywilson.com

4. The survey was performed for a

commercial Retail Shopping Center.









#### Tamina Townsite (7 Tracts)

- 1. 94.107 Acres
- 2. TSPS Category IA Condition II

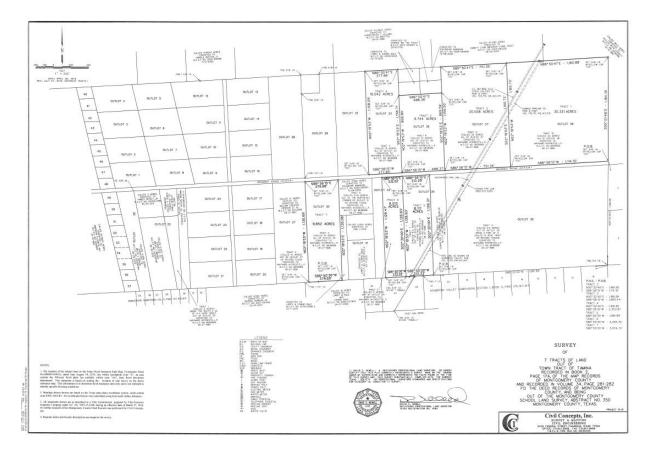
A&R Watearth

3. Jesse M. Valeriano PO Box 983 Crosby, TX 77532 (832) 620-8324 jesse@netroposlis.net

4. The survey was performed to

consolidate existing properties.





# A&R Watearth

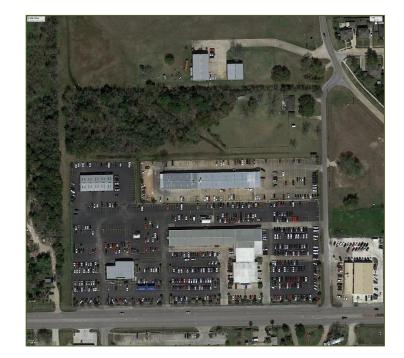
### **RFQ ARP A/E/S Services**

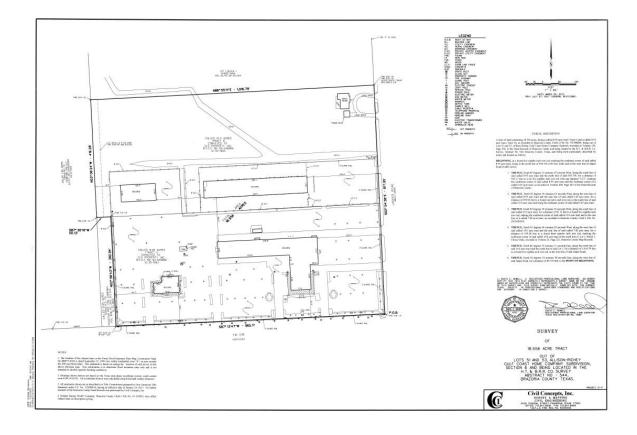
### **Surveying Projects**

J.MORALES

#### Bayway Auto Group, Pearland

 18.556 Acres
 TSPS Category IA Condition II
 Bayway Auto Group Mike Abdul, CPA, CFO
 12333 Gulf Freeway, Houston, TX 77034
 (281) 929-6500 <u>mike@baywaylincoln.com</u>
 The survey was performed for a commercial Sales Auto Dealership.





DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
113415671	RS57DTKSUHG5	8GY51
Purpose of Registration	Registration Status	Expiration Date
All Awards	Active	Nov 10, 2022
Physical Address	Mailing Address	
102 Munger ST	102 Munger ST	
Pasadena, Texas 77506-1402	Pasadena, Texas 77506-1402	
United States	United States	
Business Information		
Doing Business as	Division Name	Division Number
(blank)	(blank)	(blank)
Congressional District	State / Country of Incorporation	URL
Texas 29	Texas / United States	www.jmoralesinc.com
Registration Dates		
Activation Date	Submission Date	Initial Registration Date
Nov 18, 2021	Nov 10, 2021	Jan 30, 2020
Entity Dates		
Entity Start Date	Fiscal Year End Close Date	
Feb 9, 2018	Dec 31	
Immediate Owner		
CAGE	Legal Business Name	
(blank)	(blank)	
Highest Level Owner		
CAGE	Legal Business Name	
(blank)	(blank)	

#### **Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

#### **Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

#### **SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types		
Business Types		
Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	<b>Business or Organization</b>	Subchapter S Corporation
Profit Structure		
For Profit Organization		
Socio-Economic Types		
Minority Owned Business		
Self Certified Small Disadvantaged Busine	ess	
Veteran Owned Business		

#### **DOT Certified DBE**

#### **Hispanic American Owned**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information	on		
Accepts Credit Card	Payments	Debt Subject To Offset	
Yes		No	
EFT Indicator		CAGE Code	
0000		8GY51	
Points of Contact			
Electronic Busine	ess		
o h	aidant	102 Munger ST	
Javier Morales, Pres	sident	Pasadena, Texas 77506 United States	
Noemi Vela, Adminis	tration Manager	102 Munger ST	
		Pasadena, Texas 77506 United States	
Government Busi	ness		
o A	aidant	102 Munger ST	
Javier Morales, Pres	sident	Pasadena, Texas 77506 United States	
Noemi Vela, Adminis	tration Manager	102 Munger ST	
		Pasadena, Texas 77506 United States	
Past Performance	•		
۶.		102 Munger ST	
Noemi Vela, Admini	stration Manager	Pasadena, Texas 77506 United States	
Noemi Vela, Adminis	tration Manager	102 Munger ST	
		Pasadena, Texas 77506 United States	
Service Classification	ons		
NAICS Codes			
Primary	NAICS Codes		NAICS Title
Yes	541330		Engineering Services
	541310		Architectural Services
	541370		Surveying And Mapping (Except Geophysical) Services
Product and Service			Surveying And Mapping (Except Geophysical) Services
Product and Service		PSC Name	Surveying And Mapping (Except Geophysical) Services
		PSC Name Architect And Engineerin	
PSC		Architect And Engineerin	
PSC <b>C200</b>		Architect And Engineerin	g- General g- General: Landscaping, Interior Layout, And Designing
PSC C200 C211		Architect And Engineerin Architect And Engineerin Architect And Engineerin	g- General g- General: Landscaping, Interior Layout, And Designing
PSC C200 C211 C219		Architect And Engineerin Architect And Engineerin Architect And Engineerin Architect And Engineerin	g- General g- General: Landscaping, Interior Layout, And Designing g- General: Other

#### **Disaster Response**

This entity does not appear in the disaster response registry.



<u>Reference #1</u> Organization Name: <u>City of Pasadena, Public Works</u> Contact Name/Telephone No.: <u>Mark Gardemal, (713) 475-7835</u> E-mail Address: <u>mgardemal@ci.pasadena.tx.us</u> Address: 1149 Ellsworth Dr., Pasadena, TX 77506

Reference #2

Organization Name: <u>Westwood Development</u> Contact Name/Telephone No.: <u>Maria Morales, (832) 771-5015</u> E-mail Address: <u>westwooddevelopment@yahoo.com</u> Address: \_\_\_\_\_

Services provided: Design and engineering of Westwood Subdivision, a 500 acre master-planned community. Design of all aspects including roadways, utilities, grading, and drainage. Survey services including plat, survey, metes and bounds, and construction staking.

### Reference #3

Organization Name: <u>Vista Commerce Center</u> Contact Name/Telephone No.: <u>George Cheshire, (713) 898-9155</u> E-mail Address: <u>gwcheshire@att.net</u> Address: 6219 Westcott St., Houston, TX 77007

Services provided: Design and engineering of 7 building business park including paving, grading, community. Survey services including plat, survey, metes and bounds, and construction staking. Architectural design and construction documents, coordinating with metal building manufacturer and mechanical engineer. Architectural services included code analysis, occupancy load calculations, landscaping plans and parking lot plans. The office park was designed around the detention pond and was built in four phases. Since these buildings were built speculatively, we laid out several floor plans for future tenants. We selected a location for a "leave out" in the slab for future plumbing.



### Reference #4

Organization Name: City of League City Contact Name/Telephone No.: Christopher Sims, (281) 554-1440 E-mail Address: christopher.sims@leaguecity.com Address: 500 W. Walker St., League City, TX 77573

Services provided: TIRZ #4 infrastructure to include design and engineering of roadways, utilities, grading, and drainage. West Walker is a major thoroughfare in the Victory Lakes Subdivision. Thoughtful design of the phasing was considered to minimize the impact to traffic in front of the Victory Lakes Intermediate School, surrounding retail centers, recreation center and homes.

Reference #5

Organization Name: Alvin Insurance Auto Auction

Contact Name/Telephone No.: <u>Steven Tibble</u>, (847) 340-6622

E-mail Address: stibble@iaai.com

Address: \_2525 FM 1462 Alvin, TX 77511

Services provided: Design and engineering of 125 acre site including paving, grading, drainage and utilities. Survey services including plat, survey, metes and bounds, and construction staking. The client needed a quick turnaround, since thousands of vehicles were flooded by Hurricane Harvey. Design included a series of four detention ponds that flowed into eachother and then into the roadside ditch, according to TxDOT requirements. A small office was designed with a septic system and water well. Vehicles are assessed and then auctioned off to junkyards for parts.

Reference #6

Organization Name: <u>City of La Porte (TIRZ #1)</u> Contact Name/Telephone No.: <u>Corby Alexander, (281) 470-5013</u> E-mail Address: <u>citymanager@laportetx.gov</u> Address: 604 W. Fairmont Pkwy, La Porte, TX 77571

Services provided: <u>M street improvement project of approximately 1600 ft. of new roadway including</u> utilities and drainage. Survey services include topographic and construction staking. Project was for public access to a new hotel.



### Reference #7

Organization Name: Prostar Manufacturing, Inc. Contact Name/Telephone No.: Kevin Kiran, PE, Owner, (281) 910-0110 E-mail Address: prostarmfg@gmail.com Address: 5519 Bay Oaks Drive, Pasadena, TX 77505

Services provided: Design and documentation services for a new building, to include a single story with a mezaninne designed for future offices. Tilt-up concrete panels were designed with recesses for future windows. The building was 54,000 square feet and included offices, restrooms, lunch room and welding stations for 52 welders. The fume extraction system was designed by placing fans on the north and south walls of the warehouse. Design included a fire alarm system, sprinkler system and a fire riser room. Civil Engineering included a parking lot with fire lane around the football field sized building. A transformer was designed to carry the electrical power load required to run all 52 welders.

#### Reference #8

Organization Name: Kayser Technology, Inc.

Contact Name/Telephone No.: John Kayser, PE, (832) 831-5834

E-mail Address: j.kayser@kaysertech.com

Address: 14207 Lake Scene Trail, Houston, TX 77059

Services provided: Renovation of an existing office warehouse building into a showroom for the sales of large catalyst instrumentation equipment for chemical plants. Design included a firewall, stairway, laboratory, air conditioning, lighting, sink, exhaust fans, nitrogen gas pad and lines, custom electrical connections for the equipment, storefront windows, fire doors, electrical room and a loading area.

Reference #9

Organization Name: Holiday Inn at Hobby Airport, Sumara Hospitality Group Contact Name/Telephone No.: Furukh Khan, CHA CHSP, RMHT, (281) 736-9000 E-mail Address: furrukhfk@hotmail.com Address: 205 Lochnell Dr., Houston, TX 77062

Services provided: Preliminary Design, Field Verification, Preliminary Pricing for a Hotel Foyer Airlock and three ADA / TAS compliant guest rooms. The first floor of the multi-story hotel was flooded during Hurricane Harvey. Holiday Inn took this opportunity to update the aging lobby with the newest branding. The a windstorm rated foyer with automatic sliding doors was designed so the doors could swing open in case of a fire evacuation. All designs were sent to International Holiday Inn designers for approval. The cobblestone driveway at the existing porte coachere was surveyed and reworked to meet ADA slope requirements. Also included was lighting, plumbing, HVAC, furniture and millwork cabinets.



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 7/9/2020

									1.	19/2020	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on											
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
The Risk Specialty Group, LLC											
4801 Woodway Dr. Suite 300E					(A/C, No, Ext): / 13-332-1900 (A/C, No): / 13-313-3411						
Houston TX 77056					ADDREss: ccarpenter@riskspecialtygroup.com						
					INSURER(S) AFFORDING COVERAGE				NAIC #		
					INSURER A : RLI Insurance Company				13056		
INSURED JMORALE-01 J Morales, Inc.					INSURER B : Liberty Insurance Underwriters				19917		
Civil Concepts, Inc.					INSURER C :						
3425 Federal Street					INSURER D :						
ГРа	Pasadena TX 77504					INSURER E :					
						INSURER F :					
CO	VERAGES CER	TIFIC	ATE	NUMBER: 1165198876	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR		ADDL	SUBR			POLICY EFF	POLICY EXP	1 184177	•		
LTR A	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER PSB0007104		(MM/DD/YYYY) 6/23/2020	(MM/DD/YYYY) 6/23/2021			000	
^						012012020		EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000	,	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 1,000	,	
								MED EXP (Any one person)	\$ 10,00		
								PERSONAL & ADV INJURY \$1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,	
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000 \$	,000	
Α	AUTOMOBILE LIABILITY			PSA0002363		6/23/2020	6/23/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000	
	X ANY AUTO							BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident) \$				
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$		
А	X UMBRELLA LIAB X OCCUR			PSE0003553		6/23/2020	6/23/2021	EACH OCCURRENCE	\$ 5,000	.000	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000		
	DED RETENTION \$							AGGREGATE	\$ 0,000	,000	
A	WORKERS COMPENSATION			PSW0003966		6/23/2020	6/23/2021	X PER OTH- STATUTE ER	φ		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE					0/20/2020	0.20.2021		\$ 1.000	000	
	OFFICER/MEMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT	• ,	,	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	• ,	,	
В	Professional Liability			AEXNYABKIN0003		11/28/2019	11/28/2020	E.L. DISEASE - POLICY LIMIT Per Claim	\$1,000	0,000	
	"claims made"			AEANTABRINUUUS		11/20/2019	11/20/2020	Aggregate		0,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
CE	RTIFICATE HOLDER		CANC	CANCELLATION							
Incurado Conv					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Insureds Copy					AUTHORIZED REPRESENTATIVE						
						- Main's Handers					



### DISCLOSURE

January 12, 2022

J. Morales, Inc., Watearth Inc., nor A&R Engineering, Inc. does not have any conflict of interest with the City of Dayton.

Sincerely,

Jane Houles

Javier J. Morales, President.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity										
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY									
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176,001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	Date Received									
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code, An offense under this section is a misdemeanor.										
Name of vendor who has a business relationship with local governmental entity.           N/A										
Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)										
<sup>3</sup> Name of local government officer about whom the information is being disclosed.										
N/A										
Name of Officer										
<ul> <li>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</li> <li>Yes</li> <li>No</li> <li>B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable income, from or at the direction of the local government entity?</li> <li>Yes</li> <li>No</li> </ul>										
Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.           N/A         0										
Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).										
7	2022 Date									

Form provided by Texas Ethics Commission

Revised 11/30/2015

### Certification Regarding Lobbying

#### (To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, J. Morales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Javier Morales, President

Printed Name and Title of Contractor's Authorized Official

01/12/2022

Date

#### Approved by OMB 0348-0046 Disclosure of Lobbying Activities

	lose lobbying activities pursuant to 31 U.S.C. 1352
Complete this form to disc	

(See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application b. initial award c. post-award		<b>Report Type:</b> a. initial filing b. material change
Name and Address of Reporting Entity:        Prime      Subawardee        Tier, if Known:         N/A		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A	
Congressional District, if kno	wn:	Congressio	onal District, if known:
Federal Department/Agency:			ram Name/Description:
		N/A	
N/A		CFDA Number, <i>if applicable</i> :	
Federal Action Number, if known:		9. Award Amount, if known:	
N/A		\$	
<ul> <li><b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):</li> <li>N/A</li> </ul>		<ul> <li>b. Individuals F address if differe (last name, firs N/A</li> </ul>	,
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Jav Title: <u>Presi</u> den Telephone No.7	rier Morales
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)

## **CERTIFICATE OF INTERESTED PARTIES**

## FORM 1295

				1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING	
1	Name of business entity filing form, and the city, state and country of the business entity's place of business. J. Morales, Inc.	2022	Certificate Number: 2022-839859	
2	Houston, TX United States Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Dayton	01/1:	Date Filed: 01/13/2022 Date Acknowledged:	
3	Provide the identification number used by the governmental entity or state agency to track or identify description of the services, goods, or other property to be provided under the contract. RFP ARP A/E/S Services Architecture / Engineering / Surveying	y the co	ontract, and prov	ride a
4	Name of Interested Party City, State, Country (place of busin	ness)	Nature of (check ap Controlling	
5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION My name is <u>Cathleen W. Hart</u> , and my date of My address is <u>102 Munger St.</u> , <u>Houston</u> , <u>Ti</u> (storet) (city) (storet)	f birth is	8/26/ 17506 (zip code)	1959. USA (country)
	I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Harris</u> county, State of <u>Texas</u> , on the	-		_, 20 <u>22</u> (year)
	Signature of authorized agent of con (Declarant)	ntractin	g business entity	HIEC

#### **REQUIRED CONTRACT PROVISIONS**

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. \*Language as of May 21, 2021.

#### All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	
	41 CFR 60-1,4 Equal opportunity clause.	
	(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:	2 CFR 200 APPENDIX II
None	The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	(C) and 41 CFR §60-1.4(b)
	During the performance of this contract, the contractor agrees as follows:	
	(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

	the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	
	The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.	
	The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.	
	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.	2 CFR 200 APPENDIX II (D)

	The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid	2 CFR 200
>\$100,000	for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	APPENDIX II (I) and

	funds to pay any person or organization for influencing or attempting to influence	24 CFR
	an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	§570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	<ul> <li>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</li> <li>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</li> <li>(b) Affirmative steps must include:</li> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's businesses, and women's businesses;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> </ul>	2 CFR 200.321

	(5) Using the services and assistance, as appropriate, of such organizations as	
	the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and	
	(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	
	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.	
	(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.	
None	(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	
	(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.	2 CFR 200.33
	(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.	
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).	
	(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.	
	(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other	
	computation.	

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u> . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	<ul> <li>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</li> <li>(1) is between a governmental entity and a company with 10 or more full-time employees; and</li> <li>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</li> <li>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</li> <li>(1) does not boycott Israel; and</li> <li>(2) will not boycott Israel during the term of the contract.</li> </ul>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201



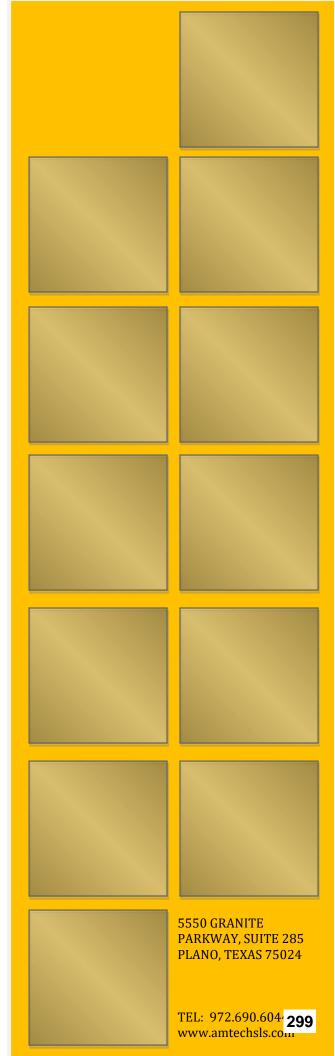
# STATEMENT OF QUALIFICATIONS: ENGINEERING/ ARCHITECTURAL

## FOR: **THE CITY OF DAYTON**



# SUBMITTED BY: AMTECH SOLUTIONS, INC.

PROPOSAL NO. DAL.2022 January 13, 2022





January 13, 2022

Valarie Cumberland, GIS/Project Manager City of Dayton 117 Cook Street Dayton, Texas 77535

#### SUBJECT:

#### LETTER OF INTEREST – CITY OF DAYTON REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL/ ENGINEERING/ SURVEYING SERVICES Amtech Project No.: DAL.2022.001005

Dear City of Dayton,

**Amtech Solutions, Inc. (Amtech)** appreciates the opportunity to submit this response to your Request for Qualifications. It is our understanding that the City of Dayton is seeking to contract with a qualified Engineering/Architectural/Surveying Firm to prepare all preliminary and final design plans, specifications, and to conduct all necessary interim and final inspections. From the list of requested services, Amtech is submitting to provide Architectural and Engineering.

Amtech is an architectural, engineering, and building envelope consulting firm with a long history of client satisfaction. We have been providing trusted and proven building testing, repair, design, and replacement solutions since 1982. Founded and headquartered in the Dallas area, Amtech has grown to a company of 21 employees spread between our six office locations. Our staff includes Registered and Licensed Architects and Engineers, Chartered Building Surveyors, Registered Roof and Wall Consultants and Observers, Project Management Professionals, Reserve Specialists and Professional Reserve Analysts, and other licensed professionals including Certified Thermographers.

Amtech has over 40 years of continued practice in the architectural and engineering consulting industry, and we have won several national design awards. Our work has also been recognized and lauded nationally by our peers at the International Institute of Building Enclosure Consultants (IIBEC), formerly known as Roof Consultants Institute (RCI).

We are pleased to submit this Letter, in addition to our Qualifications Statement, and we believe that Amtech has the skill, experience, technical knowledge, and expertise to provide the City of Dayton with the service listed for consideration. We appreciate your consideration of Amtech, and please feel free to contact us at any time if you have questions, need additional information, or require further clarification.

Sincerely,

W. Manaun

Wahid Manawi, PE Senior Engineer, Dallas Office Manager



## **COMPANY HISTORY AND OVERVIEW**

#### **BRIEF HISTORY**:

Amtech was founded in 1979, in Dallas, Texas. In June of 1982, the firm incorporated under the name of Amtech Roofing Consultants, Inc. Between 1992 and 2007, offices were opened in Houston, Austin, and McAllen, Texas. In September of 2007, the firm changed its name to Amtech Building Sciences, Inc., to reflect the evolution of services provided by the firm – from specializing in roofs to incorporating the entire building envelope. In January of 2016, to reflect the addition of a new partner and majority shareholder, Ron Erdman, the company was renamed 'Amtech Solutions, Inc.'.

FIRM'S LEGAL NAME: AMTECH SOLUTIONS, INC.

#### ADDRESS OF THE OFFICE THAT WILL BE PROVIDING SERVICES:

DALLAS OFFICE | HEADQUATERS 5550 GRANITE PARKWAY SUITE 285 PLANO, TEXAS 75024

#### **AMTECH'S OTHER LOCATIONS:**

- AUSTIN, TEXAS
- CORPUS CHRISTI, TEXAS
- DENVER, COLORADO
- HOUSTON, TEXAS
- NEW JERSEY
- RIO GRANDE VALLEY, TEXAS
- SAN ANTONIO, TEXAS
- VIRGINIA

#### AGENT AUTHORIZED TO SIGN CONTRACT:

WAHID MANAWI DALLAS GENERAL MANAGER

**TYPE OF OPERATION [ORGANIZATION CLASS]:** S-CORPORATION

**TAXPAYER ID:** 81-1317539

DATE ESTABLISHED: 02.03.2016

NUMBER OF YEARS IN BUSINESS: 39

#### HISTORICALLY UNDERUTILIZED BUSINESS:

NO, AMTECH SOLUTIONS IS NOT A REGISTERED HUB.



#### HAS YOUR COMPANY FILED OR BEEN NAMED IN ANY LITIGATION INVOLVING YOUR COMPANY AND THE OWNER ON A CONTRACT WITHIN THE LAST FIVE YEARS UNDER YOUR CURRENT COMPANY NAME OR ANY OTHER COMPANY NAME?

NO, AMTECH SOLUTIONS, INC. HAS NOT FILED OR BEEN NAMED IN ANY LITIGATION INVOLVING THE COMPANY AND THE OWNER ON A CONTRACT WITHIN THE LAST FIVE YEARS UNDER THE CURRENT COMPANY NAME OR ANY OTHER COMPANY NAME.

#### HAVE YOU EVER DEFAULTED ON OR FAILED TO COMPLETE A CONTRACT UNDER YOUR CURRENT COMPANY NAME OR ANY OTHER COMPANY NAME? IF SO, WHERE AND WHY? GIVE NAME AND TELEPHONE NUMBER(S) OF OWNER(S).

NO, AMTECH SOLUTIONS, INC. HAS NOT EVER DEFAULTED ON OR FAILED TO COMPLETE A CONTRACT UNDER THE CURRENT COMPANY NAME OR ANY OTHER COMPANY NAME.

## HAVE YOU EVER HAD A CONTRACT TERMINATED BY THE OWNER? IF SO, WHERE AND WHY? GIVE NAME AND TELEPHONE NUMBER(S) OF OWNER(S).

NO, AMTECH SOLUTIONS, INC. HAS NOT EVER HAD A CONTRACT TERMINATED BY THE OWNER.

### HAS YOUR COMPANY IMPLEMENTED AN EMPLOYEE HEALTH AND SAFETY PROGRAM COMPLIANT WITH 29 CFR 1910 GENERAL INDUSTRY STANDARDS AND/OR 29 CFR 1926 GENERAL CONSTRUCTION STANDARDS AS THEY APPLY TO YOUR COMPANY CUSTOMARY ACTIVITIES?

YES

#### **RESIDENT/NON-RESIDENT BIDDER DETERMINATION:**

PLEASE PROVIDE THE NAME, ADDRESS AND PHONE NUMBER OF THE RESPONDING FIRMS PRINCIPAL PLACE OF BUSINESS, COMPANY'S MAJORITY OWNER PRINCIPAL PLACE OF BUSINESS, AND THE ULTIMATE PARENT COMPANY'S PRINCIPAL PLACE OF BUSINESS.

- NAME: RON ERDMAN- PRESIDENT ADDRESS: 5550 GRANITE PARKWAY SUITE 285 PLANO, TEXAS 75024
- NAME: STEVE GRANT
   ADDRESS: 5550 GRANITE PARKWAY
   SUITE 285
   PLANO, TEXAS 75024

**PHONE NUMBER: (**972) 690-6044

**PHONE NUMBER: (972) 690-6044** 

**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** AMTECH SOLUTIONS DOES NOT BOYCOTT ISRAEL



## **KEY PERSONNEL AND RESUMES**

#### POINT OF CONTACT INCLUDING OFFICE LOCATION: WAHID MANAWI, PE DALLAS OFFICE MANAGER <u>WAHIDMANAWI@AMTECHSLS.COM</u> LOCATION: PLANO, TEXAS DIRECT: (972) 690-6050

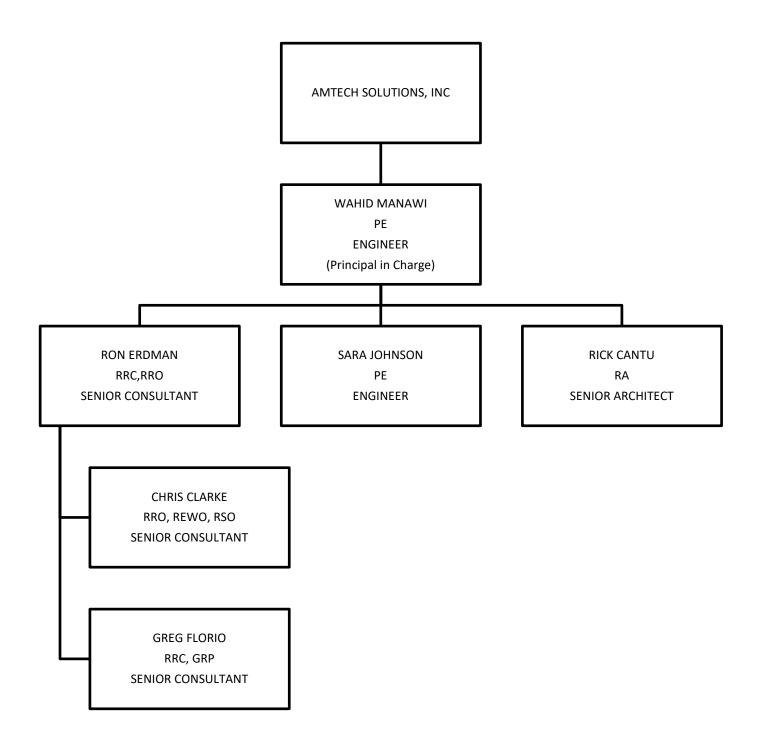
#### FIRM PERSONNEL TO BE ASSIGNED TO THE PROJECT:

PROJECT PERSONNEL				
Resume No.	Name	Qualifications	Proposed Project Role	
1	WAHID MANAWI	PE	PRINCIPAL IN CHARGE/ ENGINEER	
2	SARA PETERSON	PE	ENGINEER	
3	RICK CANTU	RA	SENIOR ARCHITECT	
4	CHRIS CLARKE	RRO, REWO, RSO	SENIOR CONSULTANT	
5	GREG FLORIO	RRC, GRP	SENIOR CONSULTANT	
6	RON ERDMAN	RRO, RRC	FIRM PRESIDENT/ SENIOR CONSULTANT	
7	STEVE GRANT	MRICS, PMP, RRO	DIRECTOR OF OPERATIONS	

FIRM-WIDE QUALIFICATIONS				
SKILL GROUP	# OF	SKILL GROUP	# OF	
	EMPLOYEES		EMPLOYEES	
Registered Roof Consultants	2	Field Technicians	6	
Licensed Architects	2	Administration	2	
Licensed Engineers	2	Accounting	2	
CAD Specialists	2	Project Professionals	2	



## **ORGANIZATIONAL CHART**





#### Wahid Manawi, PE

Title:	Senior Project Manager and Dallas General Manager
Experience:	15 Years
Education:	Master of Science in Civil/Structural Engineering
	Southern Methodist University
<b>Registrations:</b>	Professional Engineer (Civil/Structural)



Wahid Manawi currently works as the Senior Project Manager at Amtech and oversees engineering services for the Dallas and Austin offices. In addition to these two offices, he collaborates with other Amtech offices nationally to ensure quality services are provided to our clients on time and within budget.

Wahid is a licensed Professional Engineer in Texas with a bachelor's degree in Civil Engineering, and a master's degree in Structural Engineering from Southern Methodist University. He has spent the last 14 years working for several major structural engineering firms in Dallas, designing and managing projects both domestically and internationally. His design work has included churches, schools, data centers, high-rise condominiums and commercial office buildings, post-tensioned parking garages, demolition plans, and enhancements to existing structures. His most recent projects were renovations and enhancements to an existing high-rise building for Facebook Main Office in Austin, Texas; high rise condominiums and mixed-used buildings with a garage in Denver, Colorado and office buildings in Monterrey, Mexico.

#### **Representative Projects:**

- **Speer and Bannock 17-Story Mixed-Use Building**: Denver, Colorado. Design of the foundation, columns, beams, and slabs, Construction Management
- **Facebook Austin Headquarters**: Austin, Texas. Existing building capacity analysis, monumental steel stairs and exterior platform enhancements design, demo plans for four stories of an existing high-rise building which consisted of 130,000 square feet and the required strengthening to support new stairs, and new equipment loads.
- American Airlines, Parking Garage: Dallas, TX. Assisted and reviewed the structural analysis of parking garage structure. The structure was approximately 1 million square feet and consisted of 5-stories of post-tensioned concrete.
- **Educational Building for First Baptist Church**: Arlington, Texas. Structural design and project management during the design phase for a two-story steel structure with moment frames.
- Louise Herrington Baylor Nursing School: Dallas, Texas. Addition of steel interconnecting stairs.
- Granite/Gables, Two 25-story Concrete Towers with a 5-Story Underground Garage, Dallas, Texas. Design of post-tensioned slabs and beams as well as underground concrete wall design for earth pressures.
- **Fort Worth ISD**: Building Envelope Consultant assessment of building envelope and roofs and repair recommendations.
- **Terrell State Hospital**: Roof consultant drawings & specs for 6 buildings, Terrell, Texas, 2018.
- **Vista Ridge Village**: Roof consultant assessment, drawings and specs for 4 buildings, Lewisville, Texas, 2019.
- **Kilgore College**: Below grade waterproofing consultant drawings & specs for Engineering and Science Building, Kilgore, Texas, 2019.

Transwestern Luna Road Warehouse: assessment, drawings & specs, Carrolton, Texas, 2019.



#### Sara A. Peterson, PE

Title:Project ManagerExperience:7 YearsEducation:B.S. Civil Engineering – Colorado State UniversityRegistrations:Professional Engineer (PE)International Institute of Building Enclosure Consultants (IIBEC)NCEES Certified



Sara Peterson serves as a Project Manager for Amtech's Denver, Colorado office. Sara provides design and technical support for various civil and structural engineering and roofing projects. Her responsibilities include internal and external peer review of design documents, construction administration and monitoring, and performing non-destructive testing. Sara has extensive experience in building repair and restoration engineering, new construction peer review, structural design, fall protection/façade access systems assessment and testing, facility and property condition assessments, and parking garage repair design. Sara joined Amtech after spending seven years with two national engineering consulting companies.

#### **Representative Projects**

- Denver Dry Goods Building– Perry Rose, LLC: Provided 5th Floor Terrace Waterproofing Design, Bidding, Contract Administration, and Construction Monitoring services. (Denver, Co)
- Prairie Center Retail One The Kroenke Group, LLC: Provided Contract Administration and Construction Monitoring services for 225,000+ SF of roof recover due to hail damage. (Brighton, Co)
- District Attorney's Office Arapahoe County: Provided Roof Replacement Design, Bidding, Contract Administration, and Construction Monitoring services. (Centennial, CO)
- Colorado Department of Public Health and Environment Lab Building State of Colorado: Provided Roof Replacement Design, Bidding, Contract Administration, and Construction Monitoring services. (Denver, CO)
- Sunset Elementary School– Moffat County School District: Provided Roof Replacement Design, Bidding, Contract Administration, and Construction Monitoring services for a rural elementary school. (Craig, CO)
- Euclid Middle School Designed a new steel beam and column frame to raise a rooftop unit above the roof membrane. (Littleton Public Schools, CO)
- Denver Dry Goods Building Perry Rose, LLC: Steel Beam Replacements Designed replacement steel beams to support the city sidewalk above the basement storage. (Denver, CO)
- Colorado Mental Health Institute of Fort Logan State of Colorado: Building Enclosure and Roof Consulting for Buildings E, D, and KF. (Denver, CO)
- Western Service Center and Commerce City Service Center Completed structural analysis for the replacement of rooftop units on two county facilities. (Adams County, CO)
- Hilton Garden Inn Trane Supply Co.: Roof Structural Analyses to calculate the effects of two new rooftop chilling towers on the existing post-tensioned concrete slab to determine if the system could support the increased load. (Denver, CO)
- Century Casino Trane Supply Co.: Roof Structural Analysis to determine if an existing historic roof system can support the increased load of a larger rooftop mechanical unit. (Central City, CO)

Number of Employees by skill group: 27



#### **Rick Cantu, RA**

Title:Senior ArchitectExperience:40 YearsEducation:Bachelor of Environmental Design - Texas A & M UniversityRegistration:Texas, 1986



Rick Cantu serves as Senior Architect in Amtech's Corpus Christi Office. Rick is responsible for supervising construction document production, quality control of design, and technical review of projects emanating from the Corpus Christi Office. In addition, Rick's responsibilities include oversight and review of construction documents, design and technical review from Amtech's Austin, Houston, and Pharr offices.

Rick has been a Registered Architect in the State of Texas since 1986. After graduating from Texas A&M University, College Station, with a Bachelor of Environmental Design degree. Rick has acquired 40 years of architectural experience in Educational, Commercial, Medical, Multi-Family, and Residential projects. During this time, Rick has developed a well-rounded background in all phases of a project from design, design development, construction drawing production, bidding, through construction contract administration. His broad background includes Master Planning, Facility Survey preparation, and cost estimating/analysis.

#### **Representative Projects:**

- Texas Department of Criminal Justice (TDJC) Several Prison Units Roofing/Waterproofing Design Consulting
- Federal Aviation Administration (FAA) Several Projects Roofing/Waterproofing Design Consulting, Nationwide
- Brownsville Independent School District Roofing/Waterproofing Design Consulting
- Corpus Christi Independent School District Staff Architect for District-Wide Major Maintenance Projects including Flooring, Painting, Ceiling, Lighting, Air Conditioning, Paving, Fencing, etc.
- New Splendora High School for Splendora Independent School District Construction Document Production Project Manager and Construction Contract Administration
- J. & S. Koppel Building Renovation in Austin, Texas Historical Preservation Research and Documentation for Historical Certification on the National Register of Historical Buildings



#### Name: Chris Clarke, RRO, RSO, REWO

Title:Senior Consultant/Project ManagerExperience:35 yearsEducation:B.A. Business Administration – Western Illinois UniversityRegistrations:RRO, RSO, REWO



Chris Clarke has been with Amtech since 1991, and currently serves as a Senior Consultant/Project Manager and Quality Assurance Observer. He plays a key role in Amtech's building envelope assessment, testing, forensic analysis, construction monitoring, and quality assurance teams.

Chris has extensive assessment, testing, and repair experience with several roofing systems and materials including coal tar pitch, built-up, modified bitumen, single-ply, composition shingles, and sprayed-in-place foam. He has also managed and led numerous multiple-portfolio roof assessment and construction monitoring projects for Amtech throughout the state of Texas and the United States. Chris is a Registered Roof Observer (RRO), Radiation Safety Officer (RSO), Registered External Wall Observer (REWO), and is a member of International Institute of Building Enclosure Consultants (IIBEC), formerly known as RCI, Inc.

#### **Representative Projects:**

- Angelo State University Water Leakage Assessment and Repair Design
- Le Parc Condo Water Infiltration Investigation, Dallas, TX
- Epic Recreation Center Fenestration Test
- John Armstrong Elementary Moisture Survey
- Craig Ranch Wall Repair and Water Testing



#### Gregory T. Florio, RRC, GRP

Experience: Education:	35 Years in Industry Architecture & Construction Mgmt. Programs Drexel University, Philadelphia
Registrations:	Registered Roof Consultant (RRC) Accredited Green Roof Professional (GRP) Accredited Asbestos Building Inspector Accredited Asbestos Management Planner Level I Certified Infrared Thermographer



Greg is one of Amtech's Senior Project Managers and Professional Roof & Building Envelope Consultants. He is responsible for all aspects of roof and building envelope projects including field investigation, roof assessment & report preparation, cost estimating, design & construction document preparation, and construction administration for most roofing and waterproofing system types and other building exterior related projects.

Greg Florio is the Office General Manger of our New Jersey office with over 28 years of professional experience in roofing, waterproofing and exterior envelope repair on buildings of all types. Greg has previously served as Consultant Manager and Director of Operations for several other architectural and engineering firms specializing in roofing and building envelope design. He is an active member of the Institute of Roofing, Waterproofing and Building Envelope Professionals (RCI, Inc.), including the Delaware Valley Chapter of the RCI, as well as the Green Roofs for Healthy Cities organization. Greg has provided consulting services to numerous private and public clients, including the US General Services Administration, the NJ Dept. of Treasury DPMC, the Diocese of Camden, the School District of Philadelphia, Rutgers University and many other K-12 and higher education facilities, as well as consulting on building envelope related project for many other design professionals.

#### **Representative Projects:**

- Rutgers University Roof Design Consult. & CA Medical Research Tower Roof
- Rutgers University Roof Design Consult. & CA School of Dental Medicine Roof
- Rutgers University Roof Monitoring Medical Research Tower Patio Waterproofing
- Rutgers University Roof Monitoring Athletic Performance Center
- Rutgers University Roof Design Consulting Psychology Building Roof
- Rutgers University Roof Design Consult. & CA Civic Square Roof



#### Ron Erdman, RRO, RRC

*Title:* President *Experience:* 30 Years *Education:* B.S. Architecture – Drexel University *Registrations:* Registered Roof Observer (RRO) Registered Roof Consultant (RRC) Certified Thermographer (Level 1)



Ron Erdman is the Owner and President of Amtech. In addition to providing dynamic leadership and ensuring that the long-term strategy of the company is executed, Ron retains a 'hands-on' approach and is actively involved in the management and/or execution of a large percentage of Amtech's projects. This involvement ensures consistency and a high level of quality control. Ron also leads Amtech's business development and client relation efforts throughout the country. Ron joined Amtech in 2016 after spending 30 years working in the roofing and waterproofing industry for a variety of national construction, engineering, architectural, and roof consulting firms.

After studying Architecture at Drexel University in Philadelphia, Ron went on to specialize in building envelope assessment, testing, forensics, repair design, and disaster recovery. Ron is the former President of the North Texas Chapter of RCI (NTCRCI), now NTIIBEC; and the former Director of Region III for RCI National, now IIBEC National. He is also actively involved in the American Society for Testing Materials (ASTM) and the Concrete Specifications Institute (CSI). Ron manages a variety of educational, public, and private sector clients, and has provided design and consulting services on high rise, commercial, historic, federal, and large residential properties around the world. Having owned and managed his own construction firm prior to entering the consulting world, Ron brings a unique perspective and understanding of the value of proper design and detailing, quality control, and construction monitoring and oversight.

#### Steven Grant, MRICS, PMP, RRO

Title: Director of Operations Experience: 17 Years Education: B.S. Building Surveying – UWE Bristol (UK) Registrations: Registered Roof Observer (RRO) Member of the Royal Institution of Chartered Surveyors (MRICS) Project Management Professional (PMP) Certified Thermographer (Level 1)



Steven Grant serves as Amtech's Director of Operations. In addition to overseeing and managing the operations of the company, Steven fills a number of other key roles at Amtech including quality control and assurance; project, program, and portfolio management; and technical review and oversight. Steven joined Amtech in 2016 after spending 15 years with a national engineering and facility management consulting company.

Steven earned his Bachelor of Science degree with Honors in Building Surveying from the University of the West of England in the United Kingdom. Steven specializes in facility and property condition assessments, due diligence evaluations, cost estimating, building envelope assessments and testing, capital expenditure forecasting, and reserve fund planning. He is a member of the Royal Institution of Chartered Surveyors (RICS), and has developed exceptional project organization and management skills as demonstrated by achieving the Project Management Professional (PMP) certification, which is an international designation granted through the Project Management Institute (PMI). Steven is also certified as a Reserve Specialist as designated by the Community Associations Institute (CAI), as a Professional Reserve Analysts as designated by the Association of Professional Reserve Analysts (APRA), and as a Reserve Study Specialist (RSS). Steven has also been designated as an Educated Business Partner by CAI, and is a member of the Dallas-Fort Worth (DFW) Chapter of the Roof Consultants Institute (RCI). Steven also holds Registered Roof Observer (RRO) and Certified Thermographer designations.



## FIRM'S OVERALL APPROACH TO PLANNING, ORGANIZING, AND PROJECT MANAGEMENT INCLUDING COMMUNICATION PROCEDURES, QUALITY CONTROL, AND OTHER SIMILAR FACTORS

Amtech is proud to have developed our own internal approach to project management. Influenced by and largely based on the principals established by the Project Management Institute (PMI), Amtech's tried and testing approach will be applied and followed for each of the identified scope items that Amtech is pursuing under this solicitation.

The most significant challenge to quality, cost, and schedule, is establishing the appropriate level of service at the outset. Based on the information in the RFQ, we believe we have established a level of service that will meet the City of Dayton objectives. However, there is always room for misinterpretation and gaps in expectations. To address this challenge, Amtech will work with the City of Dayton in the contract negotiation phase to confirm that each party understands the Scope of Work for the services being specifically requested, and that stakeholder expectations are clearly understood and documented.

In our experience another common challenge is communication. Breakdown in communication can have a drastic, lasting effect on quality, cost, and schedule. Amtech has included several steps in our plan, approach, and processes to address this challenge. Starting with the contract negotiation phase, through the planning phase, and continuing from execution all the way through closeout, we will maintain clear points of contact and lines of communication. Regular status updates will ensure that Amtech and the City of Dayton remain in agreement on the status and quality of the work, schedule, and budget. This approach has proven to be very effective and has led to many successful outcomes in our previous work.

Other challenges can arise, but they are typically addressed through the above approach and response – communication. Schedule complications or conflicts, severe/unexpected weather, loss of available resources, etc. can impact a project very suddenly. Amtech will remain flexible in response to such occurrences and will work closely with the City of Dayton to adjust task schedules to maintain the overall schedule. We will communicate any issues or concerns we may have to the City of Dayton and ask the same in return. This will avoid any hidden surprises as the project progresses.

Amtech's success over the last 40 years is founded largely on building and developing solid client relationships, and we pride ourselves on being a 'client need's company'. Without meeting our clients' needs, we cannot build long-term relationships, and our clients will not continue to work with us. As most of our work is generated through repeat business, every staff member at every level of Amtech understands the importance of delivering quality services and work products that meets our clients' needs. They also recognize the importance of building trusting, long-term relationships. We expect that the City of Dayton will recognize our level of commitment to these tenets, and that commitment will lead us to deliver a successful project.

Amtech is highly experienced in developing and implementing project management and execution plans that are client specific yet incorporate principles of sound project management. In fact, several of Amtech's team members have achieved their Project Management Professional (PMP) certification through the Project Management Institute (PMI). This requires demonstration of rigorous training and experience, and the successful completion of a thorough written examination.

Amtech approaches project management and execution in a very structured fashion. For most projects, and appropriately for this project, the project life cycle breaks down into five phases. We recognize each of these five phases, our management plan reflects them, and they are listed as follows:



- 1. Initiating Phase
- 2. Planning Phase
- 3. Executing Phase
- 4. Monitoring & Controlling Phase
- 5. Closing Phase

#### 1. Initiating Phase

This is a critical phase in the project life cycle, regardless of the work. It is the *Discovery* phase. This is where we confirm scope, project drivers, goals and objectives, and client expectations; ideally, this is completed during contract negotiations. Projects risk a lower chance of success, as measured by all stakeholders, if this phase is overlooked. Depending on the type and size of the project, the initiating phase may be as simple as a teleconference with the client's Project and/or Program Manager and Amtech's Program and Project Managers, or it may be more involved, in which case we may suggest a planning meeting or workshop-type event. This typically consists of a half day in-person meeting with the key stakeholders. The general purpose of this meeting is to get everyone on the 'same page' in terms of their expectations and desired outcomes so that the next steps are not missteps. Our initial intent for this project is that Amtech would conduct a kick-off meeting at a location to be determined by the City of Dayton.

#### 2. Planning Phase

In this phase, Amtech's Program and Project Managers will develop a plan around what was discovered and agreed to during the initiating phase. Amtech's Project Manager will assign a team suited to the scope of work, map out the specific tasks, the desired outcomes, who will be responsible for each task, and a schedule for completion. The Project Manager will review the plan with the City of Dayton Project Manager or primary point-of-contact (POC) for input, concurrence and approval.

#### 3. Executing Phase

This phase is where the work of the project gets completed. Other phases will naturally overlap, but this phase will have a distinct start and end. During this phase, Amtech will deploy the team(s) to the field, assessments will be completed as dictated by the specific assignment, and project deliverables will be prepared and submitted. The Monitoring and Controlling phase (described next) will continue throughout the Executing Phase to ensure that scope, quality standards, schedule, and budget are met and/or adhered to throughout the Executing Phase. Amtech will be in regular communication with appropriate City of Dayton POCs to provide status updates, confirm City of Dayton roles and review schedules, and to address any issues if and when they arise.

#### 4. Monitoring and Controlling Phase

The key to carrying out a project to a successful conclusion is adequate monitoring and controlling. Having a reasonable and well thought out schedule in place is important, but even more so is communicating the schedule to the team members and constantly reviewing the schedule on a regular basis. Regular updates of status in terms of issues to be resolved, activities to be completed and schedule compliance will be provided by the Amtech Project Manager. The Project Manager is responsible to hold each team member accountable for their specific responsibilities and to ensure that they are clear on how their activities dovetail with other team members and how they contribute to the overall success of the project. Quality Assurance (QA) and Quality Control are logically part of this phase.

For Amtech, QA/QC, as a program, starts at a corporate level; where guidelines and expectations are established. On a project, QA is biased towards the early part of the Executing Phase and QC is ongoing throughout. QA reviews will ensure that the appropriate processes, tools & techniques have been identified, are in-place, are in-practice, and are used/applied correctly. In addition, Amtech uses integrated, web-based management systems to execute, manage, and control project work. These management systems are currently in-place and being used in support of all our projects and programs. Management staff, project staff, and project managers have constant access (via secure connections) to and are experienced in the use of these systems.



Amtech believes that QC is everyone's responsibility; therefore, QC reviews occur at multiple levels on an ongoing basis to ensure that our work is complete, consistent, and correct. In addition, every project at Amtech is assigned a Project Executive, which Amtech internally refers to as a Principal-in-Charge or Associate-in-Charge (PAIC). The PAIC's chief responsibility is to review all deliverables before they reach the client. The PAIC is involved from project inception to completion and is therefore well informed of the project scope, goals, and client needs. This gives them a more in-depth perspective of the project expectations that enables them to complete a thorough review of the project deliverables and to provide value-added consultation during the course of the project.

#### 5. Closing Phase

At the end of the project, the Project Manager will make certain that all deliverables have been submitted and received, expectations have been met, and that the desired outcomes have been reached. If agreeable to the City of Dayton, Amtech will conduct follow-up reviews or closeout meetings at the end of each phase or task, to complete a post-project review. Amtech also conducts an internal review of each project during the closeout phase. Any lessons learned are identified and reviewed at that time. Finally, we will confirm final billing and payment and close the project.



## **PAST EXPERIENCE PROJECTS**

#### PROJECT #1

#### **PROJECT TITLE:**

TEXAS BAPTISTS AT UNIVERSITY OF TEXAS – LONGHORN BAPTIST STUDENT MINISTRY

#### LOCATION:

AUSTIN, TEXAS

#### PROJECT STATUS AND ESTIMATED COMPLETION DATE:

COMPLETED IN JULY 2020

#### **SCOPE OF THE PROJECT:**

ARCHITECTURAL/ STRUCTURAL ENGINEERING DESIGN

#### **ROLE OF THE FIRM:**

AMTECH WAS REQUESTED BY THE TEXAS BAPTISTS TO DESIGN THEIR NEW LONGHORN STUDENT MINISTRY SPACE IN A NEW HIGH-RISE CONSTRUCTION PROJECT NEXT TO THE UT AUSTIN CAMPUS. THE PROJECT INCLUDES A COMMERCIAL GRADE KITCHEN, OFFICES, RESTROOMS, MEETING ROOMS AND A LARGE GATHERING SPACE WITH PERFORMANCE AREA.

**DOLLAR VALUE OF THE PROJECTD** 

\$1,900,000

**CUSTOMER PROMARY POINT OF CONTACT** 

JE DUNN CONSTRUCTION

**MIKE DAY, PROJECT MANAGER** 

#### PHONE: (512) 687-6196

EMAIL: michael.day@jedunn.com

#### PROJECT #2:

PROJECT NAME AND DESCRIPTION: Tarleton State University | Architectural & Engineering Services for Structural Repairs; Structural Evaluation and New Structural Design TIMELINE AND YEAR COMPLETED: Completed in the Fall of 2019 CONSTRUCTION COST: \$200,000; Structural enhancement and shoring of the structure of the library building. LIST ANY SUBCONTRACTOR(S) USED FOR ANY PORTION OF THE WORK AND THEIR RESPONSIBILITIES: The work was completed in-house WAS THE PROJECT COMPLETED WITHIN BUDGET AND ON-TIME? Yes NAME, ADDRESS, AND PHONE NUMBER(S) OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES: James Amos Project Manager

Project Manager Services for Education (254) 413-4711

**NAME, ADDRESS, AND TELEPHONE NUMBER(S) OF THE GENERAL CONTRACTOR:** N/A **NAMES OF FIRM'S KEY PERSONNEL ASSIGNED TO THE PROJECT:** Wahid Manawi, PE



#### PROJECT #3:

**PROJECT NAME AND DESCRIPTION:** Dustin Sekula Memorial Library, Building, Roof and Structural Assessments, Roof and Structural Design

**TIMELINE AND YEAR COMPLETED:** Completed in 2020

**CONSTRUCTION COST:** \$582,066.00

LIST ANY SUBCONTRACTOR(S) USED FOR ANY PORTION OF THE WORK AND THEIR

**RESPONSIBILITIES:** The work was completed in-house

WAS THE PROJECT COMPLETED WITHIN BUDGET AND ON-TIME? Yes

NAME, ADDRESS, AND PHONE NUMBER(S) OF OWNER AND CONTACT PERSON TASKED WITH DAILY RESPONSIBILITIES:

Tomas Reyna, Director of Public Works Mardoqueo Hinojosa, Project Engineer 1201 N. Doolittle Road Edinburg, Texas 78539 (956) 388-8210, (956) 388-2211

## NAME, ADDRESS, AND TELEPHONE NUMBER(S) OF THE GENERAL CONTRACTOR: RG Enterprises, LLC Dba G&G Contractors (956) 686-3095

NAMES OF FIRM'S KEY PERSONNEL ASSIGNED TO THE PROJECT: Wahid Manawi, PE

#### PROJECT #4

#### **PROJECT TITLE:**

L.O. DONALD ELEMENTARY ADDITION & RENOVATION – DALLAS INDEPENDENT SCHOOL DISTRICT LOCATION:

DALLAS, TEXAS

#### **PROJECT STATUS AND ESTIMATED COMPLETION DATE:**

CURRENTLY PERMITTING, PROJECTED COMPLETION IN FALL 2021

#### **SCOPE OF THE PROJECT:**

THIS PROJECT INCLUDES THE ROOF REMOVAL AND REPLACEMENT

#### SIZE OF PROJECT/RENOVATION VS NEW CONSTRUCTION:

90% OF THIS PROJECT WAS ROOF REPLACEMENT, A SMALL ADDITION TO THE BUILDING IS RECEIVING A NEW ROOF THAT TIES INTO THE NEW REPLACED ROOF.

#### **ROLE OF FIRM:**

AMTECH PROVIDED THE ROOF ASSESSMENT, DESIGN AND WILL PROVIDE ROOF RELATED CA SERVICES

#### **STAFF MEMBERS:**

WAHID MANAWI (PROJECT MANAGER/ARCHITECT/CA)



#### RON ERDMAN (QC)

#### **DOLLAR VALUE OF THE PROJECT:**

\$10,500,000

#### **CUSTOMER PRIMARY POINT OF CONTACT:**

TIM HOLT PROJECT MANAGER PROCUREMENT SERVICES FOR DALLAS ISD <u>TIHOLT@DALLASISD.ORG</u> BRITT FEIK, AIA, NCARB ASSOCIATE PRINCIPAL @ PAGE <u>BFEIK@PAGETHINK.COM</u> PHONE: 469-621-4746



## REFERENCES

- Contact Name: Matthew W. Schoenfeld Title: Plant Maintenance Manager Company: Terrell State Hospital (TSH) Address: 1200 E. Brin, P.O. Box 70 Terrell, TX 75160-0070 Phone: 972-551-8975 I Fax: 972-551-8812 Email address: <u>matthew.schoenfeld@hhs.texas.gov</u>
- 2. Contact Name: David Polson Title: Owner's Representative Telephone Number: 972.925.7287 M: 817.538.0928 Email Address: <u>C308@dallasisd.org</u>
- Contact Name: Alejandro Gonzales Title: Owner's Representative Telephone Number: 210.723.4895 Email Address: <u>alejandrogonzales@procedeogroup.com</u>
- 4. Contact Name: Sarah Cumming Title: Architect Telephone Number: 469.621.4861 Email Address: <u>Scumming@pagethink.com</u>
- Contact Name: Cameron Mason Title: Architect Telephone Number: 817.377.2969 M:806.239.3907 Email Address: <u>cmason@huckabee-inc.com</u>



## FINANCIAL STABILITY AND INSURANCE COVERAGE

Annual revenue totals for the past ten (10) years. Amtech has been under the current ownership since 2016. The revenue totals for the past 4 years are:

2021: \$4.5 M 2020: \$4.5 M 2019: \$4.5 M 2018: \$7.3 M 2017: \$3.7 M 2016: \$2.7 M

Describe the A/E Firm's financial stability in general and be prepared, if requested to provide financial statements.

• Non-audited financial statements are available upon request.

Discuss whether the A/E Firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

• The firm is not currently for sale or involved in any transaction to expand or to become acquired by another business entity.

Is the A/E Firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

• No.

Provide a claims history under professional malpractice insurance for the past five (5) years for the A/E Firm and any team members proposed to provide professional services.

• None such to report.

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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS DECKING, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUER INSURED POVIDED BY THE FOLCULARE BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUER DISURDED BY THE OULDER. THE CERTIFICATE IN CERTIFICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUER DISURDED POVIDED BY TEOCOME INSURED DOES NOT AFRICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUERD POVIDED BY TEOCOME INSURED DOES NOT AFRICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUERD POVIDED BY TEOCHICATE INSURED DOES NOT AFRICATE OF INSURANCE DOES NOT CONTRACT BETWEEN THE ISSUERD POVIDED BY TEORITICATE HOLDER.       IMPORTANT IF THE CERTIFICATE INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUERD POVIDED BY TEORITICATE HOLDER.     INSURED POVIDED BY TEORITICATE HOLDER.       INSURE CONTRACT BETWEEN THE ISSUERD DOES NOT THE INSURED POVIDED BY TEORITICATE HOLDER.     INSURE TEORITICATE HOLDER.     INSURE TEORITICATE HOLDER.       INSURE CONTRACT BETWEEN THE ISSUE DOES NOT THE INSURE DATA THE CONTRACT BETWEEN THE ISSUE DOES NOT THE INSURE DATA THE ISSUE DOES NOT THE INSURE DATA THE ISSUE DOES NOT THE ISSUE DOES NOT THE ISSUE DOES NOT THE ISSUE DOES NOT THE INSURE DATA THE ISSUE DOES NOT										11/	12/2021			
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#### **AMTECH'S PROFESSIONAL SERVICES**

ARCHITECTURAL SERVICES:

- ARCHITECTURAL DESIGN
- INTERIOR ARCHITECTURAL DESIGN
- ARCHITECTURAL PEER REVIEW
- LEED/SUSTAINABLE DESIGN
- MEASURED SURVEYS
- NET RENTABLE AREA CALCULATION
- AS-BUILT DRAWING PRODUCTION
- ACCESSIBILITY & ADA SURVEYS
- BIM.CAD SERVICES

#### ASSESSESSMENT SERVICES:

- PROPERTY & FACILITY CONDITION ASSESSMENTS
- MERGER & ACQUISITION DUE DILIGENCE ASSESSMENTS & CONSULTING
- CAPITAL EXPENDITURE FORECASTING
- RESERVE STUDIES
- ANNUAL AND BI-ANNUAL ROOF
   ASSESSMENT & INSPECTIONS
- ANNUAL FALL PROTECTION SYSTEMS ASSESSMENT & CERTIFICATION

## BUILDING REPAIR AND RESTORATION

#### CONSULTING SERVICES:

- ROOF, WALL & WATERPROOFING CONSULTING SERVICES
- DESIGN LEVEL ASSESSMENTS, REPORTS & RECOMMENDATIONS
- PLANS AND SPECIFICATIONS
- PROJECT MANUAL PRODUCTION
- CONSTRUCTION ADMINISTRATION
- SHOP DRAWINGS & SUBMITTAL REVIEW
- BIDDING SERVICES
- QUALITY CONTROL
- CONSTRUCTION MONITORING
- OWNER'S REPRESENTATION
- PROJECT MANAGEMENT

#### **ENGINEERING SERVICES:**

- STRUCTURAL DESIGN
- STRUCTURAL INSPECTION & REPAIR DESIGN
- ENGINEERING PEER REVIEW
- PARKING GARAGE ASSESSMENT & REPAIR DESIGN
- FALL PROTECTION SYSTEM TESTING & DESIGN
- SKYLIGHT ASSESSMENT
- PAVEMENT EVALUATION & REPAIR DESIGN
- BALCONY ASSESSMENTS
- BUILDING ENVELOPE FORENSICS (FAÇADE, ROOFING & WATERPROOFING)
- LITIGATION SUPPORT:
  - FORENSIC & FAILURE INVESTIGATIONS
  - EXPERT WITNESS TESTIMONY
  - CONSULTING EXPERT

#### TESTING SERVICES:

- WALL, ROOF & BELOW-GRADE LEAK INVESTIGATION
- INFRARED THERMOGRAPHY
- WIND UPLIFTING TESTING
- AIR INFILTRATION TESTING
- ELECTRIC FIELD VECTOR MAPPING (EFVM)
- ELECTRIC CAPACITANCE TESTING
- NUCLEAR MOISTURE SURVEYS
- ASTM LEVEL WATER TESTING
- DRONE SURVEYS



TO: Caroline Wadzeck

FROM: Jennifer Billings

<u>RE:</u>

Executive Session: Texas Government Code 551.071 (Consultation with Attorney)

DATE: January 20, 2022

COMMENTS:

N/A

AVAILABLE FUNDING: N/A

**ACTION REQUESTED:** 

• Discussion with City Attorney regarding contemplated/pending litigation and regarding matters protected by the attorney/client privilege.



- TO: Caroline Wadzeck
- FROM: Jennifer Billings
- <u>RE:</u> Executive Session: Texas Government Code Section 551.074 (Personnel Matters)
- <u>DATE:</u> January 20, 2022
- COMMENTS: N/A
- <u>AVAILABLE FUNDING:</u> N/A
- ACTION REQUESTED:
  - Discussion regarding personnel matters.



TO: Caroline Wadzeck

FROM: Brandon Davis

<u>RE:</u> Executive Session: Texas Government Code Section 551.087 (Economic Development)

DATE: January 20, 2022

COMMENTS: N/A

AVAILABLE FUNDING: N/A

ACTION REQUESTED:

• Discussion regarding possible economic development opportunities.



- TO: Caroline Wadzeck
- FROM: Brandon Davis
- <u>RE:</u> Consider with possible action on Resolution No. R2022-10 approving an amendment to the City Manager's contract regarding the mechanism for deferred compensation.
- <u>DATE:</u> January 20, 2022

### <u>COMMENTS:</u> Amendments will need to made to account for the change in the retirement plan.

AVAILABLE FUNDING: N/A

ATTACHMENTS: Steve Floyd Contract Amendment resolution.pdf January 2022 amended Steve Floyd EMPLOYMENT CONTRACT.pdf

#### **RESOLUTION NO. R2022-10**

#### **City of Dayton**

#### A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, APPROVING AN AMENDMENT TO THE CITY MANAGER'S CONTRACT RELATED TO HIS DEFERRED COMPENSATION PLAN

WHEREAS, the City of Dayton operates under a Council/Manager form of government whereby the City Manager manages the daily operations of the city; and

WHEREAS, the City Council performed an exhaustive search and recruitment for candidates for the vacant city manager position; and

WHEREAS, the City Council believes that an employment agreement negotiated between the Council, on behalf of the City, and the City Manager can be mutually beneficial to the City, the Manager, and the community they serve; and

WHEREAS, when appropriately structured, the Council believes that an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City of the City for the benefit of its citizens; and

WHEREAS, the City Council voted to approve hiring Steve Floyd as the City Manager for the City of Dayton, Texas in December 2021; and

WHEREAS, the parties to amend the contract in order to change the mechanism for deferred compensation from a 457 plan to a 401(a) plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby approves the amended employment agreement with Steve Floyd attached hereto as Exhibit "A" changing the deferred compensation plan from a 457 plan to a 401(a) plan.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary

# EXHIBIT A

# <u>CITY OF DAYTON</u> CITY MANAGER AGREEMENT

THIS CITY MANAGER AGREEMENT ("Agreement") is made and entered into effective the 7<sup>th</sup> day of December 2021 by and between the City of Dayton, Texas, a Texas home-rule municipality (the "City") and Steve Floyd (the "Manager").

#### WITNESSETH:

WHEREAS, the City Council of the City (the "Council") and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City and the Manager can be mutually beneficial to the City, the Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Manager has agreed to accept employment as the City Manager, subject to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

#### I. TERM

1.1 TERM. The Manager's employment shall start on January 4, 2022 and this Agreement shall not have a definite term.

#### II. EMPLOYMENT

2.1 CHIEF ADMINISTRATIVE AND EXECUTIVE OFFICER. The Manager is the chief administrative and executive officer of the City as set out in ARTICLE 4, SECTION 4.01 of the City of Dayton's City Charter and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the Manager shall comply with (collectively "Applicable Laws and Authorities") state and federal law; the City's Charter; all City policies, rules, regulations and ordinances as they may exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

2.2 DUTIES. The Council does hereby employ Steve Floyd as City Manager to perform the City Manager's Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities:

a. Employ, on behalf of the City, all other employees of the City, with the exception of the Municipal Judge, Internal Auditor and City Attorneys.

b. Direct, assign, reassign and evaluate all of the employees of the City, with the exception of the Municipal Judge, Internal Auditor and City Attorneys.

c. Organize, reorganize, and arrange the staff of the City with approval and

authorization of the City Council.

d. Develop and establish internal regulations, rules, and procedures which the Manager deems necessary for the efficient and effective operation of the City with approval and authorization of the City Council.

e. Accept all resignations of employees of the City, except the Manager's, Municipal Judge's, Internal Auditor's, and City Attorneys' resignations, which must be accepted by the Council.

The Manager shall perform the City Manager's Duties with reasonable care, diligence, skill, and expertise.

2.3 REASSIGNMENT. The Manager cannot be reassigned from the position of City Manager to another position without the Manager's prior express written consent.

2.4 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Manager or the Manager's designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and, with a request by the Mayor, closed meetings, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Manager's evaluation, investigations involving the Manager, the evaluation of other employees appointed by the City Council pursuant to the City Charter, or for purposes of resolving conflicts between individual Council members.

2.5 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Manager for study and/or appropriate action, and the Manager shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.

2.6 INDEMNIFICATION. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager, by parties other than the City of Dayton, in the Manager's individual or official capacity as an employee and as City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the City, acting within the course and scope of the Manager's employment with the City; excluding, however, any such demands, claims, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act of omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Manager. The selection of the Manager's legal counsel shall be with the mutual agreement of the Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable

insurance contract. To the extent this Paragraph 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 2.6 shall survive the termination, expiration or other end of this Agreement and/or the Manager's employment with the City.

2.7 APPROPRIATION. The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

HOURS OF WORK. The Manager acknowledges the proper performance of the 2.8 duties of the City Manager of the City will require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the exclusive employ of the City during the term of this Agreement; provided that, with the prior consent of the Council, the Manager may accept temporary, outside professional employment which will not in any way interfere with the performance of, or the Manager's availability for the performance of, the Manager's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Manager is compensated and which are performed on the Manager's time off. The Council encourages the Manager to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, to make use of and share data and information with relevant persons and groups, and shall encourage the participation of the Manager in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Manager to perform the City Manager's Duties.

#### III. COMPENSATION

- 3.1 SALARY. The City shall provide the Manager with an annual salary in the sum of One Hundred Ninety-Five Thousand Dollars (\$195,000.00). This annual salary rate shall be paid to the Manager in equal installments on the same schedule as other city employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities. The City Manager's salary is not subject to cost of living increases provided to other City employees and the City Manager shall not receive longevity pay.
- 3.2 SALARY ADJUSTMENTS. At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth in Paragraph 3.1 of this Agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant

to lawful Council resolutions. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

- 3.3 VACATION, SICK/PERSONAL AND HOLIDAY. The Manager may take, at the Manager's choice, One Hundred Sixty (160) hours of vacation per year during the term of this Agreement, the leave to be in a single period or at different times. The Manager shall also accrue additional vacation time at the same level and frequency as other administrative level city employees with twenty (20) years of service working for the City. The vacation leave taken by the Manager will be taken at such time or times as will least interfere with performance of the City Manager's Duties. The Manager is hereby granted the same sick/personal leave benefits as authorized by the City for its administrative employees. However, the Manager shall start off with EIGHTY (80) hours of sick/personal time. The Manager shall observe the same legal holidays as provided by Council policies for administrative employees regarding carrying forward vacation/sick time and cashing out vacation time upon separation.
- 3.4 BENEFITS—GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Manager shall be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities.
- 3.5 COMPENSATORY TIME. The Manager shall operate under the same compensatory time policies set forth for all administrative employees.
- 3.6 DEFERRED COMPENSATION. The City will contribute a lump sum of TEN THOUSAND DOLLARS (\$10,000.00) annually into a 401(a) Plan for the Manager. Said contribution shall be made in January of each year.
- 3.7 INSURANCE—HEALTH. The City agrees to pay the premiums for health, hospitalization, vision, and dental insurance along with long-term disability, and life insurance for the Manager pursuant to the group health care plan provided by the City for its administrative employees.
- 3.8 RETIREMENT BENEFIT. The City agrees to enroll the Manager into the applicable state or local retirement system and to make at least the same level of contributions for the Manager or on the Manager's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities.
- 3.9 EXPENSES AND AUTOMOBILE ALLOWANCE. The City shall pay or reimburse the Manager for reasonable expenses incurred by the Manager in the continuing performance of the Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Manager for travel to destinations outside the City. Such actual or incidental costs may include but are not limited to, hotels and accommodations, meals, and other expenses incurred in the performance of the business of the City. The Manager shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities. Additionally, the Council shall provide the Manager with an automobile allowance in the sum of Seven Hundred Dollars (\$700.00) per month and is considered a taxable benefit and subject to all tax withholdings and retirement, contributions. The Automobile Allowance is in lieu of mileage expense reimbursement,

gasoline or other vehicle upkeep charges associated with travel. This allowance shall be paid in addition to the annual salary set forth in Paragraph 3.1 of this Agreement.

- 3.10 BONDS. The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.
- 3.11 CIVIC ACTIVITIES. The Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City after prior Council approval and authorization.
- 3.12 EXPENSES. The City shall provide the Manager with a City issued Credit Card, for discretionary business expenses related to the City's business that may be incurred by the Manager but that are not directly reimbursed by the City, e.g., meal and event expenses for gatherings with individual Council members, staff members, business contacts and/or other individuals with whom the City has a relationship. All receipts for such expenses shall be turned into the Director of Finance as soon as possible and within a reasonable time after the expenditure has been made
- 3.13 MOBILE DEVICES. The City shall provide the Manager with a cell phone allowance of \$100 per month.
- 3.14 MOVING/RELOCATION EXPENSE. In connection with the necessary relocation of the Manager and Manager's family to the City, the City shall pay the Manager a one time payment of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as reimbursement for moving expenses.

#### IV. PROFESSIONAL GROWTH

- 4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS. The City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in TCMA, ICMA and TML should the Manager choose to participate in said organizations.
- 4.2 PROFESSIONAL DEVELOPMENT TRAVEL. The City agrees to budget for and to pay for travel and subsistence expenses of the Manager for professional and official travel and meetings to adequately continue the professional development of the Manager and to pursue necessary official functions for the City, including but not limited to the Texas Municipal League, the Texas City Management Association, and such other regional, state and local governmental groups and committees in which the Manager is a member.

# V. PERFORMANCE EVALUATION

- 5.1 EVALUATION PROCESS. The Council shall review the Manager's job performance at least once annually with subsequent annual reviews. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed by the Council. The Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Manager's evaluation.
- 5.2 CONFIDENTIALITY. Unless the Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with applicable laws and authorities, the evaluation of the Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Manager from sharing the content of the

Manager's evaluation with their respective legal counsel.

#### VI. TERMINATION

- 6.1 TERMINATION EVENTS. This Agreement shall terminate upon any of the following:
- a. Mutual agreement of the Council and Manager in writing and signed by them resulting in NO severance compensation;
- b. Retirement or death of the Manager resulting in NO severance compensation;
- c. Termination of Manager's employment for "good cause" (as defined in Paragraph 6.2 below) resulting in NO severance compensation; or,
- d. Unilateral Severance (as defined and set forth in Section 6.3 and 6.4 below) resulting in severance compensation.
- 6.2 "GOOD CAUSE". For the purposes of this Agreement termination for "good cause" shall result in NO severance compensation being provided to the manager and the term "good cause" is defined as follows:
- a. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement or the City's personnel policy, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by the Manager under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- b. Any misconduct of the Manager involving conviction for an act of moral turpitude or conviction of any criminal offense (excepting minor traffic violations), whether or not related to the Manager's official duties hereunder.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by the Manager of public or other funds, resources or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof.
- 6.3 UNILATERAL SEVERANCE. As one of the termination events specified above in Paragraph 6.1(d), the Council may end the employment relationship and terminate this Agreement, at the pleasure of the Council, upon written notice to the Manager as specified below and payment to the Manager of the Severance Amount (as defined below), the Severance Benefits (as defined in Paragraph 6.4) and the Current Obligations (defined as obligations due and payable under this contract, the "Unilateral Severance" and the "Retention Incentive Package"). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Manager of such termination, which specifies: (aa) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph 6.3 of the Agreement, (bb) the effective date of the Unilateral Severance ("Severance Effective Date"), and (cc) the City's commitment to pay the Severance Amount (including a specific line item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations.

Conditioned upon the City fulfilling its obligations to pay the Severance Amount and the Current Obligations, upon a Unilateral Severance, the Manager waives and releases the Manager's rights to continued employment with the City and the parties waive and release the right to a hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

6.4 RETENTION INCENTIVE PACKAGE. In the interest of the City retaining Manager as an employee, should Manager be terminated pursuant to Paragraph 6.1(d), the Manager shall receive Severance Benefits including a severance payment. The severance payment shall start out as an amount equal to six (6) month's of the Manager's then current salary. The severance amount shall increase by one (1) additional month for each full year of service with the city. However, the severance payment shall max out at one (1) year's salary. The severance payment shall be made in one (1) lump payment within thirty (30) days. The Manager shall also be entitled to any other benefits that other administrative level employees would receive upon termination as per the City's personnel policy.

# VII. GENERAL PROVISIONS

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7.2 BINDING EFFECT. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives, and successors in interest.

7.3 SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 CONFLICTS. In the event of any conflict between the terms, conditions and provision of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the applicable Laws and Authorities during the term of this Agreement.

7.5 CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Liberty County, Texas, unless otherwise provided by law.

7.6 VENUE. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this agreement, venue for said action shall lie in Liberty County, Texas.

#### CITY OF DAYTON, TEXAS

BY:\_\_\_\_\_

Mayor, Caroline Wadzeck

Executed this \_\_\_\_\_ day of December 2021

CITY MANAGER

BY:\_\_\_\_\_

Steve Floyd

Executed this \_\_\_\_\_ day of December 2021

ATTEST:

BY:

CITY SECRETARY

Executed this \_\_\_\_\_ day of December 2021



#### TO: Caroline Wadzeck

#### FROM: Brandon Davis

<u>RE:</u> Consider with possible action on Resolution No. R2022-11 approving an Administrative Services Agreement with MissionSquare Retirement.

DATE: January 20, 2022

#### COMMENTS:

The International City Management Association Retirement Corporation doing business as MissionSquare Retirement, a nonprofit corporation organized and existing under the laws of the State of Delaware ("MissionSquare"), provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AVAILABLE FUNDING: N/A

ATTACHMENTS: MissionSquare Retirement Resolution.pdf Please\_DocuSign\_MSQ\_City\_of\_Dayton\_-\_New\_401 (1).pdf

#### **RESOLUTION NO. R2022-11**

#### **City of Dayton**

#### A RESOLUTION BY THE CITY COUNCIL OF DAYTON, TEXAS, A HOME RULE MUNICIPALITY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADMINISTRATIVE SERVICES AGREEMENT WITH MISSIONSQUARE RETIREMENT.

WHEREAS, the City of Dayton, Texas (the "City") acts as public plan sponsor of a retirement plan, and in that capacity has the responsibility to obtain administrative services and investment alternatives for the plan; and

WHEREAS, the International City Management Association Retirement Corporation doing business as MissionSquare Retirement, a nonprofit corporation organized and existing under the laws of the State of Delaware ("MissionSquare"), provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Texas hereby authorizes the City Manager to execute the Administrative Services Agreement with the International City Management Association Retirement Corporation doing business as MissionSquare Retirement.

PASSED AND APPROVED this day of , 2022.

CITY OF DAYTON, TEXAS

Caroline Wadzeck, Mayor

ATTEST:

Jennifer Billings, City Secretary

# **ADMINISTRATIVE SERVICES AGREEMENT**

for

**City of Dayton** 

Type: **401** 

Account #: 100290





# ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) \_\_\_\_\_\_\_, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Dayton** ("Employer"), an **Entity** organized and existing under the laws of the State, **Dayton**, **Texas 77535**.

# RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, which are the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

# AGREEMENTS

# 1. <u>Appointment of MissionSquare</u>

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

# 2. <u>Adoption of VantageTrust</u>

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

# 3. <u>Employer Duty to Furnish Information</u>

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents. To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

#### 4. <u>MissionSquare Representations and Warranties</u>

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- MissionSquare shall maintain and administer the Plan in (c) accordance with the requirements for plans which satisfy the gualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless

Employer notifies MissionSquare of any such local or state requirements.

#### 5. <u>Employer Representations and Warranties</u>

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this

Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.

- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.
- 6. <u>Participation in Certain Proceedings</u>

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

- 7. <u>Compensation and Payment</u>
  - (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
  - (b) Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Mutual Funds. Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare, or its

wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MSQ Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third-party mutual funds; such administrative fees come from payments made by third-party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees**. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MSQ Disclosures.
- (d) **Payment Procedures**. All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and

outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **7** are contingent upon the Employer's use of MissionSquare's plan sponsor website system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

# 8. <u>Contribution Remittance</u>

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

# 9. <u>Indemnification</u>

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

# 10. <u>Term</u>

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

# 11. <u>Amendments and Adjustments</u>

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

# 12. <u>Notices</u>

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

> **MissionSquare**: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240 **Facsimile**; (202) 962-4601

> **Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

# 13. <u>Complete Agreement</u>

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

# 14. <u>Titles</u>

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

# 15. <u>Incorporation of Exhibits</u>

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

# 16. <u>Governing Law</u>

This Agreement shall be governed by and construed in accordance with the laws of the State of **Texas**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

# **CITY OF DAYTON**

Ву \_\_\_

Signature/Date

Ву \_\_\_

Name and Title (Please Print)

#### THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT

By The

Erica McFarquhar Authorized Representative

<u>Please return an executed copy of the Agreement to a Delivery Address, either:</u>

(a) Via **DocuSign** 

(b) Electronically to ClientContracts\_ICMA-RC@icmarc.org

# Exhibit A

# Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure highquality performance. The scheduled maintenance window is outlined at https://accountaccess.icmarc.org.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <u>https://ezlink.icmarc.org</u>.
- Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m)Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

# **DocuSign**<sup>\*</sup>

Certificate Of Completion		
Envelope Id: 2B6EC6FA88D3465192B9EAE678EF	60A4	Status: Sent
Subject: Please DocuSign: MSQ City of Dayton - N		
Source Envelope:		
Document Pages: 13	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	MissionSquare Retirement Client Contracts Administ
AutoNav: Enabled		777 North Capitol St. NE
Envelopeld Stamping: Enabled		washington DC, WA 20002
Time Zone: (UTC-05:00) Eastern Time (US & Cana	da)	clientcontracts_icma-rc@icmarc.org
		IP Address: 199.91.140.12
Record Tracking		
Status: Original	Holder: MissionSquare Retirement Client Contracts	Location: DocuSign
1/5/2022 4:02:04 PM	Administ	
	clientcontracts_icma-rc@icmarc.org	
Signer Events	Signature	Timestamp
Caroline Wadzeck		Sent: 1/5/2022 4:04:26 PM
cwadzeck@daytontx.org		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Plan Adoption Services	CODIER	Sent: 1/5/2022 4:04:26 PM
PlanAdoptionServices@msqplanservices.org	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Christopher O'Banner	CODIED	Sent: 1/5/2022 4:04:26 PM
COBanner@missionsq.org	COPIED	
Security Level: Email, Account Authentication		
(None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Billings	CODIED	Sent: 1/5/2022 4:04:27 PM
jbillings@daytontx.org	COPIED	Viewed: 1/5/2022 8:11:36 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Onboarding - onboarding@missionsq.org	COPIED	Sent: 1/5/2022 4:04:27 PM Viewed: 1/6/2022 11:39:23 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
ASA Administration	CODIED	Sent: 1/5/2022 4:04:27 PM
ASA_Administration@missionsq.org	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/5/2022 4:04:27 PM
Payment Events	Status	Timestamps