



NOTICE OF MEETING
GOVERNING BODY OF MARBLE FALLS, TEXAS
Tuesday, October 18, 2016 – 6:00 pm

A quorum of the Marble Falls Economic Development Corporation
and the Planning & Zoning Commission may be present

Notice is hereby given that on the 18th day of October, 2016 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 3rd Street, Marble Falls, Texas, at which time the following subjects will be discussed:

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT**
 2. **INVOCATION**
 3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** *“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”*
 4. **UPDATES, PRESENTATIONS AND RECOGNITIONS**
 - Presentation – State Farm Philanthropic Grant Check to Fire Rescue. **Shane Stewart**
 5. **CITIZEN COMMENTS.** *This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting.*
 6. **CONSENT AGENDA.** *The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.*
- (a) Approval of the [minutes](#) of the October 4, 2016 regular meeting. **Christina McDonald, City Secretary**

- (b) Approval of [Ordinance 2016-O-10C](#) amending the Code of Ordinances of the City of Marble Falls, Texas, Chapter 2 (Administration), Article VII (Purchasing Policies) Sections 2-221, 2-222 and 2-223 to revise the policy to reflect an increase on purchase order limits and authorize the Assistant City Manager to sign purchase orders and change orders. **Margie Cardenas, Finance Director**
- (c) Approval of disbursement of \$2,500 to the Hill County Children’s Advocacy Center from the [Child Safety Fund](#) collected by the court for citations received in school zones. **Cheryl Pounds, Municipal Judge**

7. REGULAR AGENDA. *Council will individually consider and possibly take action on any or all of the following items:*

- (a) Discussion and Action on the Second Reading of [Ordinance 2016-O-10A](#) amending Chapter 26 (Utilities), Article V (Rates and Charges), Division 2 (Water and Sewer), Section 26-136 (Water Service) changing the rates for water services provided by the City; Section 26-138 (Sewer Service) changing the rates for sewer service provided by the City and Section 26-141 (Disconnected Services), changing rates for disconnected services. **Margie Cardenas, Finance Director**
- (b) Discussion and Action on the Second Reading of [Ordinance 2016-O-10B](#) establishing a Master Fee Schedule for costs, fees and rates associated with permitting, utility services and other services provided by the City of Marble Falls. **Mike Hodge, City Manager**
- (c) Discussion and Action on an [Interlocal Agreement](#) with Burnet County Emergency Services District # 6 for dispatching services for the Marble Falls Volunteer Fire Department. **Stacy Baker Marberry, Communications Manager**
- (d) Discussion and Action on a contract with STR Constructors for the [Public Safety Facility](#) project and authorize the City Manager to execute the contract. **Mike Hodge, City Manager**

8. CITY MANAGER’S REPORT

- Fire Rescue Strategic Plan

9. EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (Private Consultation between the Council and its Attorney), Pursuant to §551.087 (Deliberation Regarding Economic Development Negotiations), and Pursuant to §551.072 (Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property) of the Open Meetings Act. Tex. Gov’t Code, Council will meet in Executive Session to discuss the following:

- Discussion regarding economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.
- Consultation with City Attorney regarding authority of a municipality to sell treated effluent outside the city limit.

10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.

11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.

12. ADJOURNMENT.

"The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 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), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information)."

In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at (830) 693-3615.

Certificate of Posting

I, Christina McDonald, City Secretary for the City of Marble Falls, Texas, do certify that this Notice of Meeting was posting at City Hall, in a place readily accessible to the general public at all times, on the 14th day of October, 2016 at 2:00 pm and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

/s/ Christina McDonald
Christina McDonald, TRMC
City Secretary

The agenda is also posted on the City's web site www.marblefallstx.gov

October 18, 2016

6. CONSENT AGENDA

- (a) Approval of the minutes of the October 4, 2016 regular meeting. ***Christina McDonald, City Secretary***
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Background information is attached as follows:

[October 4, 2016 regular meeting minutes](#)

STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS

On this the 4th day of October, 2016 the Council of the City of Marble Falls convened in regular session at 6:00 pm at the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, with notice of meeting giving time, place, date, and subject having been posted as described in Chapter 551 of the Texas Government Code.

PRESENT:

John Packer	Mayor
Jane Marie Hurst	Mayor Pro-Tem
Rachel Austin-Cook	Councilmember
Craig Magerkurth	Councilmember
Ryan Nash	Councilmember
Reed Norman	Councilmember
Richard Westerman	Councilmember

ABSENT: None

STAFF:

Mike Hodge	City Manager
Caleb Kraenzel	Assistant City Manager
Patty Akers	City Attorney
Christina McDonald	City Secretary
Christian Fletcher	EDC Executive Director
Margie Cardenas	Finance Director
Aaron Garcia	Patrol Officer
Russell Sander	Fire Chief

VISITORS: Glynis Smith (The Highlander), Mary Ann Raesener (Mayor, City of Meadowlakes), Doise Miers (Public Information Officer CAMPO), Judge James Oakley (Burnet County), Cathy Kratz (TxDOT Area Engineer), Erin Burks (Director of Marketing and Tourism Marble Falls/Lake LBJ Convention and Visitor Bureau), Patti Zinsmeyer (Executive Director Marble Falls/Lake LBJ Chamber of Commerce), Stanley Cox (Master Blazing Star Masonic Lodge #413), Mark Hodges (MFEDC)

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 6:03 pm and announced the presence of a quorum.
2. **INVOCATION.** Councilmember Norman gave the invocation.
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** Councilmember Westerman led the pledges.

4. UPDATES, PRESENTATIONS AND RECOGNITIONS

- **Proclamation** – Mayor Packer proclaimed October 23 Blazing Star Masonic Lodge #413 Day and presented the proclamation to Master Stanley Cox. Master Cox invited all in attendance to attend the open house at the Masonic Lodge.
- **Update from the Capital Area Metropolitan Planning Organization (CAMPO).** Doise Miers Public Information Officer gave the presentation and update.
- **Update from the Marble Falls/Lake LBJ Chamber of Commerce.** Patti Zinsmeyer, Executive Director gave the update.
- **Update from the Marble Falls/Lake LBJ Convention and Visitors Bureau.** Erin Burks, Director of Marketing and Tourism gave the update.

5. CITIZEN COMMENTS.

6. CONSENT AGENDA.

(a) Approval of the minutes of the September 20, 2016 regular meeting.

(b) Approval of the acceptance of a \$10,000 grant from State Farm Insurance Company for the purchase of a fire extinguisher training system for the Fire Department.

Councilmember Westerman made a motion to approve the consent agenda. Councilmember Norman seconded the motion. The motion carried by a unanimous vote (7-0).

Noted that Mayor Pro-Tem Hurst left the meeting at 6:57 pm.

7. REGULAR AGENDA.

(a) Public Hearing and First Reading of Ordinance 2016-O-10A amending Chapter 26 (Utilities), Article V (Rates and Charges), Division 2 (Water and Sewer), Section 26-136 (Water Service) changing the rates for water services provided by the City; Section 26-138 (Sewer Service) changing the rates for sewer service provided by the City; Section 26-141 (Disconnected Services) changing rates for disconnected services; and Section 26-143 (Tap and Connection Fees) changing the fees for tap and connection. Margie Cardenas, Finance Director addressed Council. Mayor Packer opened the public hearing. There being no further discussion, Mayor Packer closed the public hearing and read the caption of the ordinance. First reading only. No action was taken. It was noted that the second reading and approval is scheduled for the October 18 meeting. The ordinance will be effective November 16, 2016.

(b) Public Hearing and First Reading of Ordinance 2016-O-10B establishing a Master Fee Schedule for costs, fees and rates associated with permitting, utility services and other services provided by the City of Marble Falls. Mike Hodge, City Manager addressed Council. Mayor Packer opened the public hearing. There being no further discussion, Mayor Packer closed the public hearing and read the caption of the ordinance. First

reading only. No action was taken. The second reading and approval of the ordinance is scheduled for the October 18 regular City Council Meeting.

8. **CITY MANAGER'S REPORT.** City Manager Mike Hodge gave a brief update on Avenue H conveyance for the relocation of the Lakeside Park Boat Ramp and the Broadway waterline project that begun on October 3.
9. **EXECUTIVE SESSION.** Council did not convene to executive session.
10. **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.**
11. **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.**
5. **ADJOURNMENT.** There being no further business to discuss, Councilmember Norman made a motion to adjourn. The motion was seconded by Councilmember Magerkurth and the meeting was adjourned at 7:25 pm.

John Packer, Mayor

ATTEST:

Christina McDonald, TRMC
City Secretary

October 18, 2016

6. CONSENT AGENDA

- (b) Approval of Ordinance 2016-O-10C amending the Code of Ordinances of the City of Marble Falls, Texas, Chapter 2 (Administration), Article VII (Purchasing Policies) Sections 2-221, 2-222 and 2-223 to revise the policy to reflect an increase on purchase order limits and authorize the Assistant City Manager to sign purchase orders and change orders. **Margie Cardenas, Finance Director**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
October 18, 2016

Agenda Item No.: 6(b)
Presenter: Margie Cardenas, Director of Finance
Department: Finance Department
Legal Review:

AGENDA CAPTION

Approval of Ordinance 2016-O-10C amending the Code of Ordinances of the City of Marble Falls, Texas, Chapter 2 (Administration), Article VII (Purchasing Policies), Sections 2-221, 2-222 and 2-223 to revise the policy to reflect an increase on purchase order limits and authorize the Assistant City Manager to sign purchase orders and change orders.

BACKGROUND INFORMATION

Staff has reviewed the existing Purchasing Policy and recommends the amendments listed below. With the addition of the Assistant City Manager position we recommend that the policy be revised to allow the Assistant City Manager to sign purchase orders and change orders. We have also increased the dollar limit amount on purchases not requiring purchase orders; this is mainly to streamline the process on smaller purchases under \$3,000. All changes fall within the limits of state law.

Amendments included in the Purchasing Policy:

- Increased the dollar limit on purchases not requiring Purchase Orders from \$1,000 to \$3,000
- Allowing the Assistant City Manager to sign all Purchase Orders and Change Orders.

ORDINANCE NO. 2016-O-10C

PURCHASING POLICIES

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MARBLE FALLS, TEXAS, CHAPTER 2 (ADMINISTRATION), ARTICLE VII (PURCHASING POLICIES) SECTIONS 2-221, 2-222 AND 2-223, TO REVISE THE POLICY TO REFLECT AN INCREASE ON PURCHASE ORDER LIMITS AND AUTHORIZE THE ASSISTANT CITY MANAGER TO SIGN PURCHASE ORDERS AND CHANGE ORDERS. PROVIDING FOR FINDINGS OF FACT, SAVINGS CLAUSE, SEVERABILITY, REPEALER, AND EFFECTIVE DATE.

WHEREAS, the City of Marble Falls is legally empowered to establish purchasing policies and procedures in compliance with state law and its charter; and,

WHEREAS, the City Council seeks to promote efficient and economic operation of government and in furtherance of such goals wish to amend the Code to establish updated purchasing policies; and,

WHEREAS, the City Council finds that the amendments enumerated herein will benefit the public to relieve the burdens of governmental purchasing functions and help reduce the cost of goods and services by seeking the lowest price from the most qualified vendor;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS, THAT:

SECTION I. FINDINGS OF FACT. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION II. AMENDMENTS. The City of Marble Falls Code of Ordinances, Chapter 2 (Administration) Article VII (Purchasing Policies) Sections 2-221, 2-222 and 2-223 of the City of Marble Falls Code of Ordinances are hereby repealed and replaced so that they shall hereafter read their entirety as follows:

Sec. 2-221. - Generally.

(a) *For purchases:*

- (1) *Under \$3,000.00.* Expenditures under three thousand dollars (\$3,000.00) do not require quotes and only require the signature and approval of the department head. A purchase order is not required for purchases under \$3,000.00.
- (2) *Between \$3,000.00 and \$50,000.00.* For expenditures of more than three thousand dollars (\$5,000.00) but less than fifty thousand dollars (\$50,000.00), a purchase

order with the signature from the department head and the city manager, assistant city manager or finance director is required. For expenditures in this range the purchasing department shall obtain a minimum of three (3) documented quotes, two (2) of which should be from historically underutilized businesses based on information provided by the Comptroller and in accordance with state law. If the information provided by the Comptroller fails to identify a historically underutilized business in Burnet County, the City is exempt from obtaining quotes from historically underutilized businesses. Phone bids may be taken in lieu of written quotes. These quotes must be recorded, giving the date, contact person and the price quoted for the items listed. Items exempt from obtaining quotes are: sole source items, emergency purchases, personal or professional services, work paid for on a daily basis (day labor), to purchase or lease land or right of way, and inter-local or other cooperative contracts.

- (3) *Over \$50,000.00.* If the expenditure will exceed this amount, then the city shall utilize one of the bidding procedures authorized by state law. A purchase order with the signature of the department head and city manager, assistant city manager or director of finance shall be required. In the event of bona fide emergency, the city manager may exceed these limits or requirements after notifying the mayor of the emergency. The bidding procedure for purchases in this range must follow the guidelines stated in section 2-222 below. Purchases in this range must be approved by the city council. Items exempt from competitive bidding are: sole source items, emergency purchases, personal or professional services, work paid for on a daily basis (day labor), to purchase or lease land or right of way, and inter-local or other cooperative contracts.

Sec. 2-222. – Procedure for soliciting sealed bids for expenditures more than fifty thousand dollars (\$50,000).

Unless specifically exempt by state law, the procedure for soliciting sealed bids for purchases over fifty thousand dollars (\$50,000.00) shall generally follow the requirements set forth below, and in any instance shall be in accordance with all applicable laws:

- (1) If the item was not specifically approved in the budget and an emergency does not exist, approval from the city council to solicit bids shall be required.
- (2) A written set of technical specifications for the expenditure of funds for goods or services shall be prepared by the user department. The purchasing department shall maintain a set of "general conditions" requirements in addition to the technical specifications with the bid format and contract form.
- (3) Bid openings shall be scheduled on Wednesdays at 10:00 a.m., unless another date and time is specified in the notice and bid specification documents. The place of the opening shall be at the city hall council chambers unless otherwise designated in the bid notice and contract documents. A copy of the "advertisement for bid" form which will be part of the bid package must be submitted to the official newspaper designated by the city council for publication at least fourteen (14) days before the bid opening. Notice of the time and place at which the bids will be

- publicly opened and read aloud shall be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality.
- (4) The city may maintain a vendor list as well as performance files for all vendors doing business with the city. Vendors may contact the city to be placed on such vendor list and it is the responsibility of the vendor to ensure the city has accurate information. The city may elect but is not required to notify vendors of available bid opportunities.
 - (5) In order to protect the interest of the city's taxpayers, the city may require a bid security bond depending on the dollar amount and specifics of the bid. In addition, the city may require performance and payment bonds, as well as insurance coverage to be provided by the successful bidder and or their subcontractors and agents.
 - (6) Sealed bids must be received prior to the published due date and time, otherwise they will be considered nonresponsive. The city will assume that vendor information is not proprietary unless it is clearly marked by the vendor.
 - (7) Sealed bids may be submitted by electronic transmission to the municipality, if specified as a permitted form of submission in the bid or proposal. The finance department shall develop and the city council must adopt rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids remain effectively unopened until the proper time, in accordance with state law. An electronic bid or proposal is not required to be sealed.
 - (8) Bids shall be opened at the specified date, time, and place set forth in the bid specifications. The bids shall be evaluated as set forth in the bid specifications and shall "mirror" the city's specifications without exceptions. After the bid opening, the original bids shall be submitted to the city secretary for safe storage and provide copies of the department head responsible for the project.
 - (9) Staff shall prepare an agenda bill for submission to the city council describing the bids and responses, and provide a recommendation to city council.
 - (10) The city shall not enter into a contract or other transaction with a person as defined by state law, indebted to the municipality even if it is the apparent low bidder or successful proposer.
 - (11) The city council may reject any and all bids.
 - (12) The successful bidder shall be notified by the purchasing department.
 - (13) Invoices shall be delivered to the city and payment shall generally be net thirty (30) days, unless a discount is provided for prompt payment or otherwise described in the bid offer.
 - (14) Changes orders will be approved in accordance with state law. If a change order involves a decrease or an increase of fifty thousand dollars (\$50,000.00) or less, then the city manager or assistant city manager is authorized to approve the change order. The original contract price may not be increased by more than 25 percent. The original contract price may not be decreased by more than 25 percent without the consent of the contractor.

- (15) If a contract is funded by the issuance of Certificates of Obligation the total price of a contract may not be increased by a change order unless provision has been made for the payment of the added cost by the appropriation of current funds or bond funds, for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.
- (16) If a contract is funded by the issuance of Certificates of Obligation and the contract price is over \$1 Million, the contract cannot be increased by more than 25 percent without obtaining new bids utilizing the sealed bidding procedure. If the contract is under \$1 million and the change order increases the contract amount by more than 25 percent resulting in a total contract price of \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent without obtaining new bids utilizing the sealed bidding procedure.

Sec. 2-223. Cooperative Purchasing Program.

In lieu of seeking competitive bids for the purchase of goods or services, and in accordance with state law, the city may purchase goods or services under a cooperative purchasing program with another local government or a local cooperative program, or under the federal supply schedules of the United States General Services Administration, provided the expenditure is allocated in the approved municipal budget and approved by the department head and city manager. The city manager or assistant city manager is authorized to sign any agreements that satisfy the provisions of this section.

SECTION III. SAVINGS CLAUSE. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV. SEVERABILITY CLAUSE. If any provision, section, sentence, clause or phrase of this ordinance or application of the same to any person or set of circumstances is for reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION V. REPEALER CLAUSE. The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE. This ordinance shall take effect immediately after its passage.

ADOPTED AND APPROVED on this 18th day of October, 2016 by a vote of the City Council of the City of Marble Falls, Texas.

City of Marble Falls

John Packer, Mayor

ATTEST:

Christina McDonald, City Secretary

APPROVED AS TO FORM:

Patty L. Akers, City Attorney

October 18, 2016

6. CONSENT AGENDA

- (c) Approval of disbursement of \$2,500 to the Hill County Children's Advocacy Center from the Child Safety Fund collected by the court for citations received in school zones.
Cheryl Pounds, Municipal Judge
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**Council Agenda Item Cover Memo
October 18, 2016**

Agenda Item No.: 6(c)
Presenter: Cheryl Pounds, Municipal Judge
Department: Municipal Court
Legal Review:

AGENDA CAPTION

Approval of disbursement of \$2,500 to the Hill County Children’s Advocacy Center from the Child Safety Fund collected by the court for citations received in school zones.

BACKGROUND INFORMATION

On all school zone moving violations and some Failure to Attend School cases, \$25.00 is collected and retained in the Child Safety Fund to be used per CCP 102.014 (c). This fund may be used for the municipal’s school crossing guard program if the municipality operates one. In the event the municipality does not operate a school crossing guard program or if the money received from court costs from municipal court cases exceeds the amount necessary to fund the school crossing guard program, the municipality may either deposit the additional money in an interest-bearing account or expend it for programs designed to enhance child safety, health, nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention.

The Hill Country Children’s Advocacy Center has requested \$5000 from the City of Marble Falls. The Municipal Court would like to fund half of this request out of the Child Safety Fund. They are an important asset to our community and I know their services are vital to our justice system and victims.

October 18, 2016

7. REGULAR AGENDA

- (a) Discussion and Action on the Second Reading of Ordinance 2016-O-10A amending Chapter 26 (Utilities), Article V (Rates and Charges), Division 2 (Water and Sewer), Section 26-136 (Water Service) changing the rates for water services provided by the City; Section 26-138 (Sewer Service) changing the rates for sewer service provided by the City; Section 26-141 (Disconnected Services) changing rates for disconnected services; and Section 26-143 (Tap and Connection Fees) changing the fees for tap and connection. **Margie Cardenas, Finance Director**

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**Council Agenda Item Cover Memo
October 18, 2016**

Agenda Item No.: 7(a)
Presenter: Margie Cardenas, Director of Finance
Department: Finance Department
Legal Review: Not Applicable

AGENDA CAPTION

Discussion and Action on the Second Reading of Ordinance 2016-O-10A amending Chapter 26 (Utilities), Article V (Rates and Charges), Division 2 (Water and Sewer), Section 26-136 (Water Service) changing the rates for water services provided by the City; Section 26-138 (Sewer Service) changing the rates for sewer service provided by the City; Section 26-141 (Disconnected Services) changing rates for disconnected services; and Section 26-143 (Tap and Connection Fees) changing the fees for tap and connection.

BACKGROUND INFORMATION

Staff has reviewed possible increases for both water and sewer rates in order to finance the bond issuance for the utility funded projects. Those projects are; water plant, wastewater plant, water lines on FM 1431 and Broadway, and replacement of the water tank at Via Viejo.

Staff presented several water rate models to council during the past several months. The water rate model being utilized for the proposed increases is attached and the impacts of the increases are:

- Increasing the base rate by 12%
- Increasing the consumption tiers by \$.50 in each level, same amount of increase regardless of consumption
- Average user of 5,000 gallons per month will see a \$4.96 increase; 10,000 gallons per month will see a \$7.46 increase.
- Average increase overall is 10.73% depending on consumption.
- The higher users will see a slight less percentage increase as compared to the lower users.

The irrigation rates are being proposed to be increased at an average of 12.98%. The irrigation rates will be on a 3 tiered consumption table, similar to our water rate table, instead of being at a single rate.

The proposed irrigation rate table is:

<u>Consumption</u>	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>	<u>%</u>
0-10,000	\$3.58	\$4.00	\$0.42	10.50%
11,000-30,000	\$3.58	\$4.10	\$0.52	12/58%
31,000+	\$3.58	\$4.25	\$0.67	15.76%
Water Volume Charge per 1,000 gallons				12.98%

The wastewater rates are being proposed to be increased at an average of 11.22% as presented below:

	<u>Current</u>	<u>Proposed</u>	<u>Difference</u>	<u>%</u>
Sewer rates – minimum charge	\$16.50	\$18.15	\$1.65	10.00%
Rates per thousand gallons	\$ 3.48	\$ 3.90	\$0.42	12.00%

Sewer is based on the average of water used during the winter months of January, February and March. This is referred to as the “winter average”.

The last increase being proposed is the after-hours reconnection fee from \$50.00 to \$75.00.

[View Water Rate Model](#)

ORDINANCE NO. 2016-O-10A

AN ORDINANCE OF THE CITY OF MARBLE FALLS AMENDING CHAPTER 26, "UTILITIES," ARTICLE V, "RATES AND CHARGES," DIVISION 2, "WATER AND SEWER," SECTION 26-136 "WATER SERVICE;" CHANGING THE RATES FOR WATER SERVICE PROVIDED BY THE CITY; SECTION 26-138 "SEWER SERVICE" CHANGING THE RATES FOR SEWER SERVICE PROVIDED BY THE CITY; SECTION 26-141 "DISCONNECTED SERVICES" CHANGING RATES FOR DISCONNECTED SERVICES; SECTION 26-143 "TAP AND CONNECTION FEES", CHANGING THE FEES FOR TAP AND CONNECTION; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING PROVISIONS; AND AN EFFECTIVE DATE.

WHEREAS, the City of Marble Falls is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Marble Falls operates and maintains a Water and Wastewater system to provide potable water and wastewater treatment services to the public; and

WHEREAS, the City of Marble Falls has an inherent fiduciary responsibility to manage the Water and Wastewater Fund in a prudent, fiscally sound manner; and

WHEREAS, the City of Marble Falls has analyzed the future capital improvement and revenue needs of the Water and Wastewater Fund; and

WHEREAS, the City has published the caption of the amending ordinance on October 4, 2016 and October 18, 2016 as required by Section 3.13 of the City Charter; and

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

SECTION I FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION II AMENDMENTS

- A. That Paragraph (1) one of Section 26-136 Water Service is amended to read as follows:
- (1) Residential and commercial customers shall be charged the minimum monthly rates per metered water connection as set out in the Master Fee Schedule, Appendix C_[PA1]. These charges are levied in accordance with the size of the meter serving the customer and the type of customer.
- B. That Paragraph (2) two of Section 26-136 Water service is amended to read as follows:
- (2) All water usage will be billed as described in the Master Fee Schedule, Appendix C based on the total consumption. There are zero (0) gallons of water included in the minimum base charge.
- C. That Paragraph (5) five of Section 26-136 Water service, is added to read as follows:
- (5) There will be no minimum monthly water charges as shown in the Master Fee Schedule, Appendix C for sprinkler usage, provided that same occupant has current residential or commercial water as outlined in Paragraph (2) two above. Sprinkler usage will be billed as described in the Master Fee Schedule, Appendix C_[PA2] based on the total consumption.
- D. That Paragraph (a) of Section 26-138 Sewer Service is amended to read as follows:
- (a) All residential and commercial customers shall be charged a minimum base charge as set out in the Master Fee Schedule, Appendix C_[PA3]. This minimum fee shall be charged irrespective of whether or not the customer used any water or not.
 - (b) Sewer service for residential customers shall be billed _[PA4] per one thousand (1,000) gallons based on the “winter average” usage. The “winter average” is calculated on the amount of water used from November 16 through February 16.
 - (c) The sewer service charge for all commercial customers shall be billed _[PA5] per one thousand (1,000) gallons of water used per month for each and every month with no “winter averaging”.

- (d) Customers who pay all of the necessary fees for an additional and separate water meter for lawn irrigation use will not be required to pay any sewer service on water used through that meter, so long as the additional meter is not be used for any purpose other than irrigation.
- (e) "Master meter" systems (where one (1) entity serves many others through one (1) meter will only be allowed in the situations listed in Table Three and shall be billed for the minimum sewer as described, with no "winter averaging."

Table Three
Master Meter Minimum Base Charges

ENTITY DESCRIPTION: NUMBER OF MINIMUMS TO BE CHARGED

- (1) *Apartment buildings and mobile home parks*: Each unit or space available shall be considered 0.50 normal residential minimums with no regard for the number of units or spaces actually occupied.
- (2) *Recreational vehicle parks*: Each space available shall be considered .015 normal commercial minimums, with no regard for the number of spaces actually occupied.
- (3) *Hotels and Motels*: Every available rental room will be considered 0.15 normal commercial minimums, with no regard for the number of rooms actually occupied.
- (4) *Hospitals, schools, and churches*: Every lavatory, toilet, or urinal and shower bath shall be considered 0.10 normal commercial minimums.
- (5) *Strip Centers*: Each business unit located in the center shall be charged the commercial minimum.
- (6) *Malls and office buildings*: Each fixture connected to the sewer will be considered 0.25 normal commercial minimums.
- (7) *New construction and remodeling (unoccupied)*: Shall be considered to be on (1) minimum for water (and sewer when applicable). Solid waste shall be negotiated separately.
- (8) *Other (not listed above)*: To be established on a case by case basis by the city manager and the finance director.

Note: In all the above cases, the total units will be rounded up to the next whole number. All normal minimums are at the rates listed in the Master Fee Schedule, Appendix C.

(f) Customers beyond the city limits shall be charged at the same rate as specified by all applicable sewer fees.

E. That Paragraph (1) of Section 26-141 Disconnected Services is amended to read as follows:

(1) No disconnected services shall be reinstated until all charges, including past due amount, penalties and reconnection fees have been paid in full. A reconnection fee will be charged as set out in the Master Fee Schedule, Appendix C^[PA6]. After hours reconnections may be performed by an authorized on-call person, who will be responsible for obtaining permission and signature to indicate acceptance of the fee set out in the Master Fee Schedule, Appendix C^[PA7]. After hours reconnects should occur only in an extreme situation.

F. That Paragraph (a) of Section 26-143 Tap and Connection Fees is amended to read as follows:

(a) Fees- The tap fees and connection fees shown below shall be charged as stated in the Master Fee Schedule, Appendix C. These fees are non-refundable.

(1) Water Fees- Water fees are composed of a tap fee and a connect fee. Tap fees shall be charged for each actual water tap in the City's system. In addition, a connect fee shall be charged for each individual meter (as outlined in paragraph B below) and each master meter (as outlined in paragraph C below)

(A) Water Tap Fees- All taps existing in-service water mains will be made by the city. Contractor taps will be permitted on the installation of new water mains only, which shall be inspected by the City.

(B) Water Connection Fee (individually metered) - This fee shall be charged as set in the Master Fee Schedule, Appendix C to each individually metered customer at the time they are connected to the City water system. The fee is based upon the size of the meter. A separately metered irrigation system shall be charged and additional connection fee.

(C) Water Connection Fee (Master Meter) – Each master meter shall be charged as set in the Master Fee Schedule, Appendix C. Hotels and Motels are the only exception. These master meters shall be charged

one connection fee for every seven rooms. This fee shall be collected at the time they are connected to the water system. A separately metered irrigation system shall be charged an additional connection fee.

SECTION III

PROVIDING FOR A SAVINGS CLAUSE. If any provision, section, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and of the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION IV

PUBLIC HEARING AND FIRST READING OF ORDINANCE: October 4, 2016

SECOND READING AND ADOPTION OF ORDINANCE: October 18, 2016

ORDINANCE SHALL BE EFFECTIVE NOVEMBER 16, 2016.

John Packer, Mayor

Attest:

Approved as to Form:

Christina McDonald, City Secretary

Patty L. Akers, City Attorney

City of Marble Falls
 Water Rate Structure
 For FY 2016/2017

OPTION A

Current Block Structure, Increase 10.73% average

RESIDENTIAL & COMMERCIAL ACCOUNTS

Meter size	Water Base Charge		Difference	%
	<u>current rates</u>	<u>Proposed Rates</u>		
3/4"	\$20.46	\$22.92	\$2.46	12.00%
1"	\$29.57	\$33.12	\$3.55	12.00%
1 1/2"	\$52.98	\$59.34	\$6.36	12.00%
2"	\$94.62	\$105.97	\$11.35	12.00%
3"	\$202.59	\$226.90	\$24.31	12.00%
4"	\$358.69	\$401.73	\$43.04	12.00%

RESIDENTIAL

<u>Consumption</u>	<u>Current Rates</u>	<u>Proposed Rates</u>	<u>Difference</u>	<u>%</u>
0-10,000	\$3.65	\$4.15	\$0.50	13.70%
11,000-30,000	\$4.56	\$5.06	\$0.50	10.96%
31,000 +	\$5.70	\$6.20	\$0.50	8.77%

Water Volume Charge per 1,000 gallons

Average 11.15%

EXAMPLES OF MONTHLY WATER USAGE FOR A 3/4 INCH METER:

<u>Consumption</u>	<u>current</u>	<u>proposed</u>	<u>increase</u>	<u>% of inc.</u>	
5,000	\$38.71	\$43.67	\$4.96	12.80%	2221
10,000	\$56.96	\$64.42	\$7.46	13.09%	586
20,000	\$111.66	\$124.12	\$12.46	11.15%	188
30,000	\$157.26	\$174.72	\$17.46	11.10%	61
40,000	\$248.46	\$270.92	\$22.46	9.04%	44
50,000	\$305.46	\$332.92	\$27.46	8.99%	27
60,000	\$362.46	\$394.92	\$32.46	8.95%	73
Average increase				10.73%	3200

October 18, 2016

7. REGULAR AGENDA

- (b) Discussion and Action on the Second Reading of Ordinance 2016-O-10B establishing a Master Fee Schedule for costs, fees and rates associated with permitting, utility services and other services provided by the City of Marble Falls. **Mike Hodge, City Manager**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
October 18, 2016

Agenda Item No.: 7(b)
Presenter: Mike Hodge
Department: Administration
Legal Review:

AGENDA CAPTION

Discussion and Action on the Second Reading of Ordinance 2016-O-10B, establishing a Master Fee Schedule for costs, fees and rates associated with permitting, utility services and other services provided by the City and amending fees charged for City services.

BACKGROUND INFORMATION

The City has fees for various services throughout the Code of Ordinances. The Code of Ordinances is separated by chapters and the chapters are topic specific. We have realized that this format may be cumbersome for individuals to find out what the fees are for city services. For the sake of simplicity and transparency we have created a master fee schedule that will list all fees for all departments and place it one location in the Code of Ordinances.

The master fee schedule will be reviewed annually by all department directors for any changes during the budget process. Any changes will be discussed with City Council during the budget process and recommendations will be brought forth for council action at a regular council meeting.

The changes that we are recommending at this time are as follows:

- Utility Rates for Water and Wastewater – increasing both rates to support the debt obligation for financing improvements to the water and wastewater plants and other infrastructure projects.
- Fire Department Permits and Fees - increasing fees on re-inspections in order to recover costs associated with Fire Marshall's time and keeping in line with regional cities.
- Development Fees - The permitting fee portion of the proposed Master Fee ordinance include an update both in terms of fee structure and amounts. These fees have not been increased in almost 10 years. More specifically, these permit fees relate to residential and commercial building permits, trade permits (electrical, plumbing, mechanical), and other development related construction permits. There are no proposed changes to planning (zoning, platting, etc.), sign, or impact fees. The objective of these fee updates are to

address a minor restructuring of permit fees and to incrementally increase permit fees, which have not been increased since 2006 (Ordinance 2006-O-11D). The permit fee restructuring is to address issues identified from direct customer feedback and to modernize the fee structure in terms of the variation in manpower and/or resources associated with the different types of permits with regards to construction type and scale. City staff has conducted an analysis of Central Texas jurisdiction's permit fee structures to determine best practices for an improved fee structure. Permit fee increases were similarly analyzed comparing to other area jurisdictions to provide context to the cost of services in these communities. The proposed fees preserve Marble Falls as an affordable permit fee community.

- Parks and Recreation – Staff is recommending decreasing the annual family pass from \$125.00 to \$100.00 per family and decreasing the Westside Park Community Hall rental fee in order to increase utilization.

The attached ordinance and fee schedule represents all fees and rates currently charged by the City for services rendered.

ORDINANCE NO. 2016-O-10B

MASTER FEE SCHEDULE

AN ORDINANCE ESTABLISHING A MASTER FEE SCHEDULE FOR COSTS, FEES AND RATES ASSOCIATED WITH PERMITTING, UTILITY SERVICES AND OTHER SERVICES PROVIDED BY THE CITY OF MARBLE FALLS, TEXAS; PROVIDING FINDINGS OF FACT; PROVIDING PURPOSE AND INTENT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PROPER NOTICE AND OPEN MEETING.

WHEREAS, the City of Marble Falls (City), a home-rule municipality, provides permitting and services to the citizens, property owners and other parties residing in and/or doing business within the City; and,

WHEREAS, the City of Marble Falls must charge fees in order to be serve as a fiscally responsible governmental entity and to recover costs incurred by the City in connection with the aforesaid permits and services; and

WHEREAS, the purpose of establishing the Master Fee Schedule is to make clear to the public the permits and services the City provides and what they can expect to pay for these services; and

WHEREAS, the City Council of the City of Marble Falls finds that this ordinance is adopted to promote the fiscal wellbeing of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS, THAT:

SECTION I. FINDINGS OF FACT. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION II. ESTABLISHMENT OF A MASTER FEE SCHEDULE. Exhibit “A,” attached hereto and fully incorporated for all purposes, represents the Master Fee Schedule for the City of Marble Falls and is the basis of this ordinance. Exhibit “A” represents fees imposed by the City for permitting and other services provided by the City, established by city ordinance and/or other rule or law. There shall be created by this ordinance Appendix “C” – Master Fee Schedule.

SECTION III. PURPOSE AND INTENT. The purpose of this ordinance is to list in one Master Fee Schedule, the fee and charges to be collected on behalf of the City for permits and services; however, the adoption of the Master Fee Schedule is not intended to repeal or abolish any fee properly imposed by another ordinance, regulation, or adopted code that is not listed in this Master Fee Schedule. In the event there is a conflict between a fees out in the Master Fee Schedule and the provisions of any

other city ordinance, regulation or adopted code, the fee listed in the Master Fee Schedule shall prevail. This shall not, however affect the validity of the remaining g provisions of such other ordinance, regulation or adopted code, which remain in full force and effect.

SECTION IV. REPEALER CLAUSE. The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that which is covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

SECTION V. EFFECTIVE DATE. This ordinance shall take effect October 4, 2016 from and after its passage and publication as may be required by governing law.

SECTION VI. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PUBLIC HEARING AND FIRST READING OF ORDINANCE – October 4, 2016

ADOPTED AND APPROVED on this 18th day of October, 2016 by a vote of the City Council of the City of Marble Falls, Texas.

City of Marble Falls

John Packer, Mayor

ATTEST:

Christina McDonald, City Secretary

APPROVED AS TO FORM:

Patty L. Akers, City Attorney

Exhibit A
CITY OF MARBLE FALLS MASTER FEE SCHEDULE

ACCIDENT REPORT		\$6.00
ALCOHOL LICENSING	Alcohol License - Fee is equal to one-half (1/2) the permit or license fee charged by the state under the Texas Alcoholic Beverage Code (T.A.B.C.). Required Annually.	
ANIMAL CONTROL		
Adoption of impounded animals (w/mandatory spay/neuter agreement)		\$10.00
Animal Care - Resident trap one-time permit fee		\$5.00
Annual Animal Registration - Altered dog/cat		\$10.00/\$0 (over 65)
Annual Animal Registration - Unaltered dog/cat		\$20.00 annually
Annual Animal Registration - Service Animals		no charge
Animal Sales - Commercial permit		\$50.00/annually
Bees - Registration, per hive		\$5.00/annually
Dangerous Dog Registration and tag:		\$100.00/annually
Electronic Pet Containment Device		\$40.00/annually
Feral Cat Colony Manager Permit (required annually)		No charge
Guard Dog Permit		\$35.00 /annually
Impoundment fee (initial), per animal		\$40.00
Impoundment fee, Dog/Cat per additional day per animal		\$5.00
Kennel Permit		\$50.00/annually
Livestock - Registration		\$5.00/annually
Livestock and stray - Initial impoundment fee, per head		\$40.00
Livestock and stray - impoundment per head, per additional day		\$5.00
Owner surrender pet fee - City of Marble Falls Resident		\$10.00
Owner surrender pet fee - Non-resident		\$55.00
Owner surrender pets in litter, 8 wks - 3 mos - City of Marble Falls Resident		\$25.00
Owner surrender pets in litter, 8 wks - 3 mos - Non-resident		\$55.00
Owner surrender under 8 wks of age - City of Marble Falls Resident		\$10.00
Owner surrender under 8 wks of age - Non-resident, per animal		\$55.00
COMMUNITY EVENT FUND (voluntary donation on utility bill)		\$1.00/month

CEMETERY

Lot – resident	\$900.00
Lot – non-resident	\$1,100.00
Niche – inside	
Rows 1, 2, 6, and 7	\$1,300 per niche
Rows 3, 4, and 5	\$1,600 per niche
Niche – outside	
Rows 1,2,6, and 7	\$1,100 per niche
Rows 3,4, and 5	\$1,400 per niche

CONSTRUCTION AND DEMOLITION DEBRIS HAULER

License Fee	\$100/annually
Tag	\$10.00/per motor vehicle or container annually

DEVELOPMENT FEES

BUILDING PERMITS RESIDENTIAL NEW CONSTRUCTION

New Residential Plan Review - Less than 3,000 sq. ft.	\$60.00
New Residential Plan Review - More than 3,000 sq. ft.	\$100.00
New Residential Construction - Less than 3,000 sq. ft.	\$0.10/sq. ft.
New Residential Construction - More than 3,000 sq. ft.	\$0.10/sq. ft.
New Residential Electrical	\$0.06/sq. ft.
New Residential Plumbing	\$0.08 sq. ft.
New Residential Mechanical	\$0.04/sq. ft.

BUILDING PERMITS RESIDENTIAL REMODEL/ADDITION/ALTERATION

Residential Remodel Plan Review	\$25.00
Residential Remodel	
<500 sq. ft.	\$100.00
>501 sq. ft.	\$140.00
Residential Remodel Electrical	
<200 sq. ft. or up to 3 receptacles	\$35.00
201 sq. ft. – 500 sq. ft. or 4-8 receptacles	\$80.00
501 sq. ft. or >9 receptacles	\$120.00
Residential Remodel Plumbing	
Base Permit plus per item listed below	\$40.00
Fixture	\$3.00
Water Heater	\$5.00
Replacement yard line	\$5.00
Residential Remodel Mechanical	\$65.00

RESIDENTIAL INSPECTION - MISCELLANEOUS

New Residential/Remodel Re-Inspection	\$50.00
New Residential After hours Inspections	\$100.00

RESIDENTIAL BUILDING PERMITS - MISCELLANEOUS

Residential Driveway/Flatwork	\$40.00
Residential Fence/Yard Wall	\$40.00
Residential Retaining Wall	\$60.00
Accessory Structures	
Guest House – New Residential Fees	\$0.10/sq. ft.
Storage Building/Shed	
<100 sq. ft.	\$40.00
>100 sq. ft.	\$80.00
Garage/Carport/Workshop	\$120.00
Deck/Patio/Gazebo	\$85.00
Roofing/Re-Roofing	\$100.00
House Moving	\$50.00
Cut and Fill	\$25.00
Land Clearing	\$80.00
Residential Floodplain Permit	\$100.00
Residential Boat Dock	\$200.00
Residential Irrigation	\$60.00
OSSF Systems (fee includes \$10 for TCEQ fee)	\$160.00
Residential Swimming Pool	\$150.00
Mobile Homes	\$300.00
Residential Demolition	\$50.00
Certificate of Occupancy	\$30.00
Tree Removal/Landscaping	No Fee
Work without a Permit	Up to 3x Fee

(Per adopted International Building Code)

BUILDING PERMITS COMMERCIAL NEW CONSTRUCTION

New Commercial	
New Commercial Plan Review - Less than 10,000 sq. ft.	\$150.00
New Commercial Plan Review - 10,000 - 30,000 sq. ft.	\$300.00
New Commercial Plan Review - More than 30,000 sq. ft.	\$450.00
New Commercial Construction	\$0.09/sq. ft.
New Commercial Electrical	
<5,000 sq. ft.	\$200.00
5,001 sq. ft. – 10,000 sq. ft.	\$400.00
10,001 sq. ft. +	\$400.00 + \$10.00 per additional 1,000 sq. ft.
New Commercial Plumbing	\$100.00 plus \$10.00 per fixture
New Commercial Mechanical	\$100.00 plus \$5.00 per ton

BUILDING PERMITS COMMERCIAL REMODEL/ADDITION/ALTERATION

Commercial Remodel Plan Review	
<10,000 sq. ft.	\$150.00
>10,001 sq. ft.	\$300.00

Building Permit	
<500	\$100.00
>501	\$100.00 + \$0.05/sq. ft.
Commercial Remodel Electrical	
<2,500 sq. ft. or up to 3 receptacles	\$80.00
2501 sq. ft. – 5,000 sq. ft. or 4-8 receptacles	\$160.00
5,001 sq. ft. – 10,000 sq. ft.	\$400.00
>10,001 sq. ft.	\$400.00 + \$10.00 per Additional 1,000 sq. ft.
Commercial Remodel Plumbing	\$50.00 plus \$10.00 per fixture
Commercial Remodel Mechanical	\$50.00 plus \$10.00 per ton

COMMERCIAL INSPECTION - MISCELLANEOUS

New Commercial/Remodel Re-Inspection	\$100.00
After Hours Inspections	\$100.00

BUILDING PERMITS - MISCELLANEOUS

Commercial Driveway/Flatwork/Paving	
<1,000 sq. ft.	\$80.00
1001 sq. ft. – 3,000 sq. ft.	\$150.00
>3,000 sq. ft.	\$250.00
Commercial Fence/-Yard Wall	\$50.00
Commercial Retaining Wall	\$100.00
Accessory Storage Structures	
<100 sq. ft.	\$60.00
>100 sq. ft.	\$120.00
Garage/Carport/Workshop – New Commercial	\$0.10/sq. ft.
Commercial Grading/Cut and Fill	\$50.00
Commercial Floodplain Permit	\$150.00
Commercial Boat Dock	\$300.00
Commercial Roofing	\$150.00
Commercial Demolition	\$50.00
Commercial Irrigation	\$30.00/zone up to ten zones + \$5.00 per zone thereafter
OSSF - On-site sewage facility	\$500.00
Commercial Swimming Pool	\$250.00
Commercial Land Clearing	\$120.00
Certificate of Occupancy - New	\$60.00
Certificate of Occupancy – Administrative/Change of Ownership	\$30.00
Work Without a Permit	Up to 3x Fee (Per adopted International Building Code)
Temporary Use	\$300.00

NONPOINT SOURCE POLLUTION CONTROL (NPS)/SITE DEVELOPMENT

Exemption Fee - Residential	\$100.00
NPS Exemption Fee - Commercial	\$250.00
NPS Plan Review/Submittal Fee – Residential	\$100.00
NPS Plan Review/Submittal Fee - Commercial	\$250.00
NPS Permit Fee	
Residential Subdivision	\$500.00 + (\$70.00 x # of acres) + \$50.00 per acre for each acre over 100 acres
Multi-Family Residential	\$500.00 + (\$350.00 x # of acres)
Commercial	\$500.00 + (\$350.00 x # of acres)
Utility	\$500.00 + \$1.00 per linear foot (based on longest length of utility installed)
Roadways	\$500.00 + \$2.00 per linear foot (add diameter of cul-de-sacs to length of street)
Best Management Practices (BMP) Operating Permit Fee – 5 year	\$1,500.00

SIGN FEES

Attached Sign (Non-Illuminated)	\$50.00 & \$2.00 per sq. ft.
Attached Sign (Illuminated)	\$60.00 & \$2.00 per sq. ft.
Monument Sign (Non-Illuminated)	\$50.00 & \$2.00 per sq. ft.
Monument Sign (Illuminated)	\$60.00 & \$2.00 per sq. ft.
Monument Sign, Multi-Tenant (Non-Illuminated)	\$150.00 & \$2.00 per sq. ft.
Monument Sign, Multi-Tenant (Illuminated)	\$175.00 & \$2.00 per sq. ft.
Monolith Sign (Non-Illuminated)	\$50.00 & \$2.00 per sq. ft.
Monolith Sign (Illuminated)	\$60.00 & \$2.00 per sq. ft.
Freestanding/Pole Sign (Non-Illuminated)	\$100.00 & \$2.00 per sq. ft.
Freestanding/Pole Sign (Illuminated)	\$150.00 & \$2.00 per sq. ft.
Electronic Message Sign, Monument	\$200.00 & \$2.00 per sq. ft.
Electronic Message Sign, Standard	\$300.00 & \$2.00 per sq. ft.
Window Signage	\$2.00 per sq. ft.
Retaining Wall Sign & Wall Sign	\$60.00 & \$2.00 per sq. ft.
Sign Reface	\$30.00
Development Sign	\$500.00 annually
Directional Sign	\$30.00 per sign
Temporary Sign (all types)	\$10.00
Temporary Sign Annual Permit	\$40.00 annually
Landmark Sign (Application and Permit Fee)	\$500.00
Commercial Real Estate Sign	No Fee
Residential Real Estate Sign	No Fee
Commercial Contractor Sign	No Fee

Community or Public Service

No Fee

PLANNING AND LAND USE FEES

Development Agreement or PDD Zoning

0-5 Acres	\$2,000.00
5-10 Acres	\$2,500.00
10-15 Acres	\$3,500.00
15-20 Acres	\$4,500.00
Over 20 Acres	\$6,000.00
Development Agreement or PDD Amendment	\$2,000.00

Zoning

0-5 Acres	\$315.00
6-10 Acres	\$765.00
Over 10 Acres	\$1,015.00
Conditional Use Permit	\$315.00
Variance	\$265.00
Development Plat	\$265.00 + \$45 per lot or \$35/ acre
Construction Plat	\$440.00 + \$45.00 per lot
Final Plat	\$415.00 + \$45.00 per lot
Plat/Replat	\$265.00 + \$45.00 per lot
Minor Plat/Replat	\$215.00 + \$45.00 per lot
Street/Alley Abandonment	\$250.00

Site Plan Review

Residential- Less than 3,000 sq. ft.	\$50.00
Residential- More than 3,000 sq. ft.	\$150.00
Commercial- Less than 10,000 sq. ft.	\$150.00
Commercial- 10,000-30,000 sq. ft.	\$300.00
Commercial- More than 30,000 sq. ft.	\$450.00
Voluntary Annexation/ETJ Extension	\$215.00

FIRE DEPARTMENT PERMITS AND FEES

FIRE MARSHAL FEE SCHEDULE

Initial through 2 nd Re-inspection	No charge
3 rd Re-inspection and thereafter, each	\$50.00
Plan Review Fee	\$50.00
Work commencing before permit issuance	\$200.00
Nursing Home Inspection	\$100.00
Hospital Inspection	\$100.00
Foster Home Inspection	\$25.00
Day Care Inspection	\$25.00
Group Home Inspection	\$25.00
All other required tests and inspections	\$50.00
Inspections outside of Marble Falls ETJ	\$100.00

HAZARDOUS MATERIAL CLEAN UP FEES

All costs incurred by the City to mitigate and abate hazard as defined in Ord. NO. 2009-O-12A	To be calculated by the Fire Department
Fire Engine	\$500/hr.
Command Vehicle	\$125.00/hr.
Brush Truck	\$250.00/hr.

PERMITS

Automatic fire-extinguishing systems	\$100.00
Battery systems	\$100.00
Compressed gases	\$100.00
Cryogenic fluids	\$100.00
Emergency responder radio coverage system	\$100.00
Explosives/Blasting	\$100.00
Fire alarm and detection systems and related equipment	\$100.00
Fire Pumps and related equipment	\$100.00
Fireworks	\$100.00
Flammable and combustible liquids	\$100.00
Hazardous materials	\$100.00
Industrial ovens	\$100.00
Installation of underground fire mains	\$100.00
LP gas	\$100.00
Open Burning (permit required)	No charge
Private fire hydrants	\$100.00
Smoke control systems	\$100.00
Solar photovoltaic power systems	\$100.00
Spraying or dipping	\$100.00
Standpipe systems	\$100.00
Temporary membrane structures and tents	\$100.00
All other permits required by code	\$50.00

IMPACT FEES

<u>Meter Size</u>	<u>Max. Continuing Operating Capacity</u>	<u>Service Unit Equivalent</u>	<u>Water Fee</u>	<u>Wastewater Fee</u>	<u>TOTAL</u>
3/4" PD	15	1	\$853.82	\$256.46	\$1,110.28
1" PD	25	1.7	\$1,423.03	\$427.43	\$1,850.47
1 1/2" PD	50	3.3	\$2,846.07	\$854.87	\$3,700.93
2" PD	80	5.3	\$4,553.71	\$1,367.79	\$5,921.49
2" Compound	80	5.3	\$4,533.71	\$1,367.79	\$5,921.49
2" Turbine	100	6.7	\$5,692.13	\$1,709.73	\$7,401.87
3" Compound	160	10.7	\$9,107.41	\$2,735.57	\$11,842.99
3" Turbine	240	16	\$13,661.12	\$4,103.36	\$17,764.48
4" Compound	250	16.7	\$14,230.33	\$4,274.33	\$18,504.67
4" Turbine	420	28	\$23,906.96	\$7,180.88	\$31,087.84
6" Compound	500	33.3	\$28,460.67	\$8,548.67	\$37,009.33
6" Turbine	920	61.3	\$52,367.63	\$15,729.55	\$68,097.17
8" Compound	800	53.3	\$45,537.07	\$13,677.87	\$59,514.93
8" Turbine	1,600	106.7	\$91,074.13	\$27,355.73	\$118,429.87
10" Turbine	2,500	166.7	\$142,303.33	\$42,743.33	\$185,046.67

MUNICIPAL COURT FEES

Building Security Fee	\$3.00 per violation
Municipal Court Technology Fee	\$4.00 per violation
Juvenile Case Manager Fee	\$5.00 per violation

OPEN RECORDS REQUEST

Public Information Request Charges are governed by the Texas Administrative Code, Chapter 70

PARKS AND RECREATION FACILITY FEES

Alcohol Consumption Permit	\$25.00
Alcohol Sales Permit	\$100.00

JOHNSON PARK

Amphitheatre	\$10.00/hr. or \$100.00/day
Pavilions (3)	\$10.00/hr. or \$100.00/day
Ball Field	\$10.00/hr. or \$100.00/day
Lighting for night use (required)	\$7.50/hour
Tournament Fee	\$200.00

LAKESIDE PAVILION

Use fee for Public Agencies and Non-Profits (Sun-Thurs)	\$200.00
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Use fee for individuals, civic organizations, and social groups (Mon – Fri)	\$1,500.00
Use Fee for Commercial Groups (Mon – Fri)	\$1,800.00
Use Fee for All Groups (Saturday)	\$2,000
Facility Deposit w/alcohol	\$500.00
Facility Deposit w/o alcohol	\$250.00
Cleaning Fee	\$350.00

MUNICIPAL POOL

Admission	
Infant/Toddler - Under 3	Free
Child- Age 3-12 y/o	\$3.00
Adult/Teen - Age 13 and up	\$4.00
Annual Family Membership	\$100.00
Discounted Season Pass (20 tickets) – Child (3-12)	\$48.00
Discounted Season Pass (20 tickets) – Adult (13 and up)	64.00
Swim Lessons	
Member	\$50.00
Non-member	\$62.00
Pool Party Rental	
1 – 25 persons	\$100.00
26 – 50 persons	\$120.00
51 – 75 persons	\$140.00
76 – 100 persons	\$160.00
101 – 125 persons	\$180.00

WESTSIDE PARK

Community Hall	
Facility Deposit w/alcohol	\$300.00
Facility Deposit w/o alcohol	\$150.00
Rental Fee, 4 hour minimum – resident	\$30.00/hr.
Rental Fee, 4 hour minimum – non-resident	\$45.00/hr.
Pavilion	\$10.00/hour \$100.00/day

PERMITS - MISCELLANEOUS

Alarm License - Commercial	\$20.00 annually
Alarm License - Residential	\$10.00 annually
Handbill - Commercial Applicants	\$75.00 annually
Handbill - Individuals (not for commercial purposes)	\$35.00 annually
Handbill - Nonprofit Organizations	\$10.00 annually
Peddler/Vendor/Solicitor - One Person	\$50.00 annually

Peddler/Vendor/Solicitor - Two (2) or more persons	\$100.00 annually
Special Event Permit	no charge

RETURNED CHECK FEE \$30.00

SOLID WASTE SERVICES – RESIDENTIAL

Deposit Fee (one time)	\$35.00
Trash Collection	\$19.82/month
Additional Trash Bin	\$6.61/month
Call-in bulky item collection - Large Furniture	\$25.00/each
Call-in bulky item collection - Other furniture	\$15.00/each
Call-in bulky item collection - Bags, boxes, bundles	\$3.00/ each
Delinquent Fees - First Notice	10% of delinquent bill
Delinquent Fee – Failure to Remove	Recovery Costs Determined by City

SOLID WASTE SERVICES – COMMERCIAL

Commercial Fees are determined by Sanitation Service Providers

UTILITY

SEWER

Base Service Charge	\$18.15
Usage Fee (per thousand gallons)	\$3.90
Re-use water (per thousand gallons)	One half of water rate

MONTHLY WATER BASE CHARGE AND WATER RATES

<u>Meter Size</u>	<u>Base Charge</u>
¾"	\$22.92
1"	\$33.12
1-1/2"	\$59.34
2"	\$105.97
3"	\$226.90
4"	\$401.73
6"	\$711.05
<u>Consumption (gallons)</u>	<u>Rate per 1,000 gallons</u>
0-10,000	\$4.15
11,000-30,000	\$5.06
31,000+	\$6.20
Bulk Water	\$20.00
<u>Irrigation Rates</u>	
0-10,000	\$4.00
11,000-30,000	\$4.10
31,000+	\$4.25

Delinquent Fees

First Notice	10% of delinquent bill
Reconnect Fee	\$30.00
After Hours Reconnect Fee	\$75.00

UTILITY SECURITY DEPOSITS *(required to activate service)*

<u>Meter Size</u>	<u>Residential</u>	<u>Residential Sprinkler</u>	<u>Commercial</u>	<u>Commercial Sprinkler</u>
3/4"	\$150.00	\$50.00	\$150.00	\$150.00
1"	\$200.00	\$0.00	\$200.00	\$200.00
1 1/2"	\$250.00	\$0.00	\$250.00	\$250.00
2"	\$500.00	\$0.00	\$500.00	\$500.00
3"	\$575.00	\$0.00	\$575.00	\$575.00
4"	\$700.00	\$0.00	\$700.00	\$700.00

VOLUNTARY EMERGENCY SERVICES FEES (VES)

Voluntary Fire Rescue	\$1.50/month
Volunteer EMS	\$1.50/month

WASTEWATER TAP AND CONNECTION FEES

<u>Tap Size</u>	<u>City Installed</u>	<u>Contractor Installed*</u>
Regular 4"	\$800.00	\$125.00
Commercial 6"	\$1,000.00	\$200.00

**New Developments*

WATER TAP AND CONNECTION FEES

<u>Meter Size</u>	<u>City Installed</u> (cost of meter included)	<u>Contractor Installed *</u>
3/4"	\$800.00	\$150.00
1"	\$900.00	\$225.00
1 1/2"	Calculated by Public Works	\$500.00
2"	Calculated by Public Works	\$500.00
4"	Calculated by Public Works	\$500.00
4" Compound	Calculated by Public Works	\$500.00
6" Fire Line	\$2,500.00	\$500.00
8" Fire Line	\$4,000.00	\$500.00

**New Developments*

October 18, 2016

7. REGULAR AGENDA

- (c) Discussion and Action on an Interlocal Agreement with Burnet County Emergency Services District # 6 for dispatching services for the Marble Falls Volunteer Fire Department. **Stacy Baker Marberry, Communications Manager**
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**Council Agenda Item Cover Memo
October 18, 2016**

**Agenda Item No.: 7(c)
Presenter: Stacy Baker Marberry, Communications Manager
Department: Police Department
Legal Review: X**

AGENDA CAPTION

Discussion and Action on an Interlocal Agreement with Burnet County Emergency Services District #6 for dispatching services for the Marble Falls Volunteer Fire Department.

BACKGROUND INFORMATION

In July of 2016, the Marble Falls Volunteer Fire Department made inquiry of the City of Marble Falls as to the availability of providing dispatching services for the Marble Falls Volunteer Fire Department (M.F.V.F.D.).

After several meetings with staff members from both entities discussing expectations and procedural protocol, it was determined the City of Marble Falls could perform all of the tasks requested without additional personnel and/or equipment.

On September 13, 2016, the Burnet County Emergency Services District #6 (B.C.E.S.D. #6) Board of Directors met and voted unanimously to move forward with this project as requested by the M.F.V.F.D. The B.C.E.S.D. #6 Board oversees monetary funding for the M.F.V.F.D.

On October 11, 2016, the B.C.E.S.D. #6 Board of Directors will consider formal action on entering into an Interlocal Agreement with the City of Marble Falls for dispatching services for the M.F.V.F.D.

Attached for your review is an Interlocal Agreement for certain dispatch services between the City of Marble Falls and the B.C.E.S.D. #6 for the M.F.V.F.D. specifically detailing the purpose, obligations of both entities, fees, and terms of the agreement. Included in this Interlocal Agreement is an Attachment "A" which specifically identifies what particular services will be performed by both entities and how.

The attached Interlocal Agreement and Attachment "A", if approved by the B.C.E.S.D. #6 on October 11, 2016; and, if approved by the Marble Falls City Council on October 18, 2016, will become effective on November 1, 2016.

**BURNET COUNTY EMERGENCY SERVICES #6 AND CITY OF MARBLE FALLS
INTERLOCAL AGREEMENT**

For the Provision of Certain Dispatch Services beginning NOVEMBER 1, 2016

This Agreement is made under the authority of the Interlocal Cooperation Act, Texas Government Code chapter 791 (the "Act"), by and between The City of Marble Falls, Texas ("City") and The BURNET COUNTY EMERGENCY SERVICES DISTRICT #6 ("Contracting Entity"), to be effective as of November 1, 2016.

WHEREAS the Contracting Entity would like to contract with another local governmental entity in the geographical area of the City of Marble Falls to provide certain radio dispatch services ("Dispatch Services") that would be beneficial to the health, safety and welfare of the residents of the Contracting Entity;

WHEREAS the City of Marble Falls, acting by and through the City's Police Department ("Department"), has facilities and personnel appropriate and sufficient to provide such Dispatch Services to other local governmental entities in need of such services to promote and protect the health, safety and welfare of their residents, and is willing to provide such Dispatch Services for other local governments or local government departments in the geographical area under the terms and conditions of this Agreement;

WHEREAS the Contracting Entity desires to contract with the City to provide Dispatch Services to its Fire Rescue Department under the terms and conditions of this Agreement ;

WHEREAS section 791.011(c) of the Act,, provides that governmental entities may contract with each other for the provision of governmental functions or services which each party to the contract has the authority to perform individually;

WHEREAS the Parties find that Dispatch Services are governmental functions within the meaning of section 791.003(3) of the Act;

WHEREAS the City and the Contracting Entity are "local governments" within the meaning of section 791.003(4) of the Act; and

WHEREAS the City and the Contracting Entity each have the authority under Texas law to perform such Dispatch Services, as required by section 791.011(c)(2) of the Act ;

NOW THEREFORE the City and the Contracting Entity agree as follows:

I.

EXECUTION OF AGREEMENT; FINDINGS BY PARTIES

1. By execution of this Agreement, the Parties hereby make and fully incorporate for all purposes the findings as recited above.

II.
PURPOSE OF AGREEMENT

1. The purpose of this Agreement is to provide a lawful means by which a contracting entity that does not currently have the resources, capability or capacity to provide certain governmental services for itself, or which otherwise finds it convenient, efficient or otherwise appropriate to do so, may obtain such services from the City.
2. The "Dispatch Services" to be provided by the City to the Contracting Entity hereunder are radio dispatch services, including, as appropriate to the particular Contracting Entity and as specifically agreed by and between the City and the Contracting Entity, namely, those services specified in **Attachment A** hereto.

III.
DESIGNATION OF DEPARTMENT TO SUPERVISE AGREEMENT

The Contracting Entity and the City hereby designate the City's Police Department ("the Department"), acting for the City and under its authority, to supervise and administer this Agreement and the performance of the Dispatch Services hereunder. As permitted by section 791.013(b) of the Act, the City may employ personnel, perform administrative activities and provide administrative services necessary to perform this Agreement.

IV.
OBLIGATIONS OF THE CITY

1. The City shall provide the Dispatch Services specified in **Attachment A** for the Contracting Entity, subject to the Department's existing dispatch capability and manpower from time to time. The City is not required to increase its capacity or ability to provide dispatch services beyond that in place as of the time of execution of this Agreement by the Contracting Entity, except as expressly agreed by the City in **Attachment A**. The Contracting Entity understands and agrees that the City's dispatch employees are not dedicated specifically to the providing of dispatch services, and that different City employees may provide the Dispatch Services from time to time, according to the City's practices and staffing decisions in effect at the time. The City may from time to time utilize increased dispatch staff, at its sole discretion and election, but has no obligation hereunder to do so, nor, should it do so at any time or from time to time, to continue to do so, except as expressly agreed by the City in **Attachment A**.
2. The City shall establish and communicate to the Contracting Entity any requirements for equipment and staffing necessary or appropriate for the Contracting Entities to receive the Dispatch Services. The City has no obligation to provide equipment or technical assistance to the Contracting Entity, or to train any personnel of the Contracting Entity, or to provide any other assistance, but may provide such assistance as it may elect from time to time, in its sole discretion. The provision of any such elective assistance does not establish a contractual obligation to provide, or to continue to provide, such assistance.

3. The City will ensure that all City personnel who provide Dispatch Services will be trained by the City in basic dispatching operations, record keeping, and appropriate procedures for dispatching Fire Rescue services.
4. The City will be responsible for scheduling and assigning personnel who will provide Dispatch Services, which schedules and assignments shall be made at the City's sole discretion.

V.

OBLIGATIONS OF THE CITY AND CONTRACTING ENTITY

1. The Contracting Entity shall comply with any requirements, obligations or duties stated in **Attachment A**.
2. The Contracting Entity shall cooperate with the Department in accomplishing the Dispatch Services, including but not limited to: following all rules and practices of the Department regarding the Dispatch Services, and responding promptly and fully to Department requests regarding the Dispatch Services.
3. The Contracting Entity shall provide and maintain, at its own expense, whatever equipment is necessary or appropriate to enable it to make use of the Dispatch Services, including but not limited to equipment compatible with the Department's system. Contracting Entity shall upgrade its equipment such that all user equipment shall be compliant with recommendations set by Spillman, the Western Region Radio System, and the Department. Such equipment shall have the characteristics and capabilities as the Department may reasonably deem necessary from time to time, including but not limited to characteristics and capabilities required for updates and upgrades that may be made at the Department's sole discretion from time to time. The City shall have no obligations to provide Dispatch Services if Contracting Entity's equipment is not upgraded to be compatible with City's equipment. The type of equipment needed by Contracting Entity and the deadlines for acquisition of the equipment is described in **Attachment A**.
4. The Contracting Entity shall make payments of all Annual Fee installments promptly and timely. As required by section 791.01 1 (d)(3) of the Act, payments must be made from current revenues of the Contracting Entity.
5. The Contracting Entity shall designate a contact person (or position) who shall be the person with whom the Department communicates regarding matters and issues related to the provision and coordination of the services.
6. The City and Contracting Entity shall comply with all applicable federal, state and local laws and regulations regarding or applicable to the Dispatch Services.
7. The City and the Contracting Entity shall promptly make such written reports as each Party may reasonably require from time to time.
8. The Contracting Entity shall promptly provide the Department and the Dispatchers with all applicable mapping and routing information, and staffing and on-call rosters necessary or appropriate to perform

the Dispatch Services, and shall update this information from time to time as needed or appropriate to ensure that the Dispatchers have current mapping and routing information, and staffing and on-call rosters at all times.

VI. FEES

1. The Annual Fee for the Dispatch Services for the term of this Agreement shall be \$12,900.00 for the initial contract year. Fees for subsequent years of dispatch service shall be negotiated on an annual basis. Such fee for the first year of this Agreement may be prorated depending upon the commencement date for the Dispatch Services.
2. Any costs, expenses or other charges identified in **Attachment A** hereto which are attributable to or assessed to the Contracting Entity are payable by the Contracting Entity in addition to the Annual Fee.
3. The Annual Fee is payable by the Contracting Entity in four (4) equal quarterly installments ("Quarterly Installment"), each of which shall be due in advance for the Dispatch Services for the respective quarter, that is, on or before: October 1 (for the first year of services, prorated for the portion of the year and/or quarter when services commence) January 1, April 1 and July 1. Payment shall be in a manner acceptable to the Parties. As a reminder to the Contracting Entity, the City will invoice the Contracting Entity prior to the next payment due date, but it shall be the Contracting Entity's responsibility to ensure that required payments are timely made.
4. The Parties acknowledge and agree that the Dispatch Services to be provided by the City under this Agreement are based solely on currently existing levels of service demands, public convenience, and existing needs and necessity of the residents of the City of Marble Falls and the residents of the Contracting Entity, and that if such levels of demand should change in the future, amendments to this Agreement may be required. The Parties agree to work together in good faith to accommodate any such increased demands. This agreement contemplates the provision of Dispatch Services within the Burnet County Emergency Services District #6 (Base Services), the boundaries of which are collectively referred to herein as the "Service Area". Should Contracting Entity desire to expand the coverage of Dispatch Services beyond the Service Area, this Agreement would first need to be amended.
 - a. If during the term of this Agreement there is an increase in demand, within the Service Area, the Contracting Entity may be required to cover the increased costs to the City for staffing, training, equipment, telephone or other applicable contractual services, overhead, and other costs associated with increasing the capacity of the Dispatch Center to respond to such increased demand. In such case, the Parties will mutually agree to the increased cost and shall amend this Agreement before Contracting Entity is responsible for the increased costs. If Contracting Entity does not agree to pay the increased costs, then City may terminate this Agreement or continue to provide Dispatch Services without the increased costs at its option. If City chooses to terminate pursuant to this provision, City shall provide Contracting Entity 30 days written notice and Contracting Entity shall not be responsible for payment of any unpaid Annual Fee after the date that Dispatch Services have ceased.
 - b. If during the term of this Agreement, Contracting Entity wishes to expand the Service Area

("New Area") for Dispatch Services, the Annual Fee shall be adjusted as of such date ("New Area Effective Date") to reflect the resulting increase in call volume attributable to such increased service area; provided, however, that the New Area Effective Date shall be subject to the City's approval of the adjusted Annual Fee, and the Parties' mutual agreement to amend this Agreement before City is responsible for providing Dispatch Services to the New Area and before Contracting Entity is responsible for the increased costs. If Contracting Entity does not agree to pay the increased costs, or if City does not agree to provide Dispatch Services to the New Area, then City may terminate this Agreement, or may continue to provide Dispatch Services to the original Service Area without service to the New Area at its option.

- c. If there are records available that document the dispatch demand (call volume) attributable to the New Area for a period prior to the New Area Effective Date that reliably documents the annual dispatch demand for the New Area, that dispatch demand shall be used to calculate the increase in the Annual Fee.
7. The City shall own any and all equipment and software or other materials or property acquired for and used by the City from time to time in the provision of the Dispatch Services ("Necessary Equipment"), regardless of whether the Annual Fee or any increase in such Annual Fee is based in part, directly or indirectly, on the cost of owning or operating Necessary Equipment. The Contracting Entity is responsible for the acquisition, maintenance, repair and replacement, and any other associated costs for any equipment, hardware, software, materials, real property, third-party services, or personnel needed or appropriate from time to time for Contracting Entity to make use of the Dispatch Services.

VII. TERM; RENEWAL

1. The Initial Term of this Agreement shall be for twelve months (one year) commencing on November 1, 2016.
2. Thereafter, this Agreement shall automatically renew for succeeding one-year Renewal Terms, commensurate on October 1 of each year, unless either party has given the other Party at least one hundred twenty (120) days' prior written notice that it does not wish to renew this Agreement.

VIII. TERMINATION

1. After the Initial Term of this Agreement, either party to this Agreement may terminate this Agreement at the end of the Agreement term, without penalty, with or without cause, by giving written notice to the other party at least one hundred twenty (120) days' prior to the end of the term. If termination occurs pursuant to this provision of the Agreement, each Party shall be responsible to the other Party to complete all obligations of the Agreement until the end of the Agreement term.
2. The City or Contracting Entity may terminate this Agreement at any time for cause, by giving written notice to the other Party, together with sufficient detail to describe the breach complained of as the basis for such termination for cause, and providing the other Party ten (10) business days to cure the

alleged breach, unless, in the reasonable judgment of the Parties, such breach cannot or will not be cured. Cause for such termination may be, but is not limited to, failure of the Contracting Entity to, *e.g.*, make payments timely and in full when due; maintain appropriate equipment necessary to receive the Dispatch Services; adequately staff for responses to service calls, with appropriately trained personnel, so that the City's delivery of Dispatch Services requires excessive Dispatcher time; cooperate reasonably with the City in effecting the delivery of the Dispatch Services, or other failure to cooperate as requested that materially compromises the ability of the City to deliver the Dispatch Services timely and efficiently; or any acts or omissions of the Contracting Entity or its personnel that compromise or threaten to compromise the ability of the City to deliver dispatch services to other contracting entities. If termination occurs by City pursuant to this provision of the Agreement, Contracting Entity shall remain liable to City for the remaining portion of the Annual Fee until the end of the Agreement term. If termination occurs by Contracting Entity because of a breach by City, contracting Entity shall not be responsible for the remaining unpaid portion of the Annual Fee.

IX. CONSULTATION

1. At least once per calendar quarter, beginning three months after the beginning of the Initial Term of this Agreement, the parties' designated Contact Persons will meet or otherwise communicate to discuss and determine whether the Dispatch Services being provided by the City are sufficient and satisfactory to the Contracting Entity.
2. If it is determined that additional City Personnel are required to fulfill the needs of the Contracting Entity, the parties will work together in good faith to determine appropriate staffing levels.
3. The parties may consider from time to time whether any modifications to this Agreement may be appropriate and may be mutually agreed.
4. The City will receive and consider suggestions from the Contracting Entity from time to time concerning City procedures and policies, and will make a good faith effort to accommodate such suggestions, in its sole discretion, to the extent that (i) adopting or implementing such suggestions would not result in practices or procedures that the City, in its sole judgment, determines might materially interfere with, be contradictory to or inconsistent with, or require a material alteration of the City's customary manner of provision of such services for its own residents, and (ii) does not increase the costs of providing the Dispatch Services.

X. LIMITATION OF LIABILITY; SOLE REMEDY; ASSIGNMENT OF RESPONSIBILITY FOR CIVIL LIABILITY; INDEMNITY

1. The City provides the Dispatch Services in the manner, and according to the practices and procedures by which, the City provides such services for itself. The City makes no warranties or representations that such services will have any particular quality or adequacy for the needs of the Contracting Entity.
2. Each party to this Agreement assumes full risk and responsibility for any claims, damages, costs, penalties, fines and expenses, including attorney fees, for injury to or death of any person and for

damages to or loss of property arising in whole or part, directly or indirectly, as a result of that party's conduct pursuant to this Agreement or the provision of the Dispatch Services hereunder.

3. The City shall have no liability of any kind to the Contracting Entity for or arising from the provision of the Dispatch Services. The Contracting Entity's sole remedy under this Agreement shall be termination of this Agreement.
4. As permitted by and consistent with, sections 791.006(a) and 791.006(b) of the Act, the Parties to this Agreement agree that any civil liability arising from or related to the services provided under this Agreement shall be solely the responsibility of, and shall lie exclusively with, the Party that actually incurred the liability.
5. Nothing in this Agreement is intended to or shall have the effect of adding to or changing the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101, or other applicable law.
6. To the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to each Party's own conduct performed in accordance with this agreement, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorney fees and other costs of defense or of settlement, attempted settlement or alternative dispute resolution.

XI. MISCELLANEOUS

1. **Applicable law.** As permitted by section 791.012 of the Act, the parties to this Agreement designate the law applicable to the City as the law applicable to this Agreement and to the provision of the Dispatch Services.
2. **Governing law.** This Agreement shall be governed by the laws of the State of Texas, without giving effect to its choice of laws principles, and the Charter and ordinances of the City of Marble Falls.
3. **Venue.** Venue for any actions arising from or related to this Agreement shall be and lie exclusively in the state and county courts of Burnet County.
4. **Force Majeure.** If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean: acts of God; acts of the public enemy, or war; orders of any kind of any governmental entity or any civil or military authority; acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties; insurrections, riots, civil disturbances, explosions, or epidemics; arrests or restraints of government and people; strikes, lockouts, or other industrial disturbances; landslides, lightning, earthquakes, fires, hurricanes, tsunamis, tornadoes, ice ages, floods, washouts, droughts, or other acts of Nature; breakage of, damage to, or accidents

involving necessary machinery or other infrastructure; interruption or other limitation of fuel or other necessary supplies or utilities or utility services; or any other conditions that are not within the reasonable control of the party claiming force majeure. It is understood and agreed that the settlement of strikes and lockouts affecting a party hereto shall be entirely within the discretion of that party, and that the above requirement that any condition of force majeure shall be remedied with all reasonable dispatch shall not, however, require the settlement of strikes, lockouts or other industrial disturbances by acceding to the demand of the opposing third party or parties when such a settlement is determined to be unfavorable or undesirable to the affected party hereto in the sole judgment of that party.

5. Duplicate original counterparts; other similar agreements distinct. This Agreement may be executed in duplicate original copies by the parties. Similar agreements by and between the City and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City and the particular other contracting entity, but does not create obligations or rights as between contracting entities.
6. No third party beneficiaries. This Agreement is not intended to and does not create rights or remedies in favor of any third parties.
7. Complete agreement; amendment in writing. This Agreement, including **Attachment A**, is the sole agreement between the parties concerning the subject matter hereof, and supersedes any and all prior understandings, agreements, representations or undertakings between the parties concerning that subject matter. This Agreement may be amended or modified only by a writing duly executed by both parties. No official, employee, agent or representative of either party has the authority to amend or modify this Agreement without the official approval of that party's governing body.
8. No exclusivity. This Agreement does not create any exclusive rights in the Contracting Entity regarding the City's provision of dispatch services; and the City may provide such services to other local government entities as may be permitted by law.
9. I No assignment. This Agreement is not assignable in whole or part by either party without the express written consent of the other; provided, however, that the City may, in its discretion, contract with third parties to assist the City to provide services hereunder.
10. Non-waiver. Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.
11. Notice. Any notice required to be given under this Agreement by one party to the other must be in writing, and is deemed to have been given (i) immediately if delivered in person to, or (ii) within three business days after the mailing of the notice if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, and addressed to: the person named below at the address specified below (or to such person at such address as the party being notified has from time to time designated in writing to the notifying party) .

For notice to the City:

Police Chief, City of Marble Falls
209 Main Street
Marble Falls, Texas 78564

For notice to the Contracting Entity:

President, Burnet County Emergency Services District #6
606 Avenue U
Marble Falls, TX 78654

- 12. Severability. If any part of this Agreement is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Agreement shall be construed as if that portion held unenforceable were not part of the Agreement, and effect shall be given to the remainder of the Agreement to the extent possible without internal contradictions created by such severance.
- 13. Conflict between Agreement and Attachment A. In the event of a conflict between the provisions of this main body of this Agreement and the terms provided in **Attachment A**, the provisions of this Agreement shall control and be given predominant effect.

ACCEPTED AND APPROVED:

CITY OF MARBLE FALLS

CONTRACTING ENTITY

Burnet County Emergency Services District #6

By: _____

By: _____

Name printed: John Packer

Name printed: Nancy Hansen

Title: Mayor

Title: President

Date: _____

Date: _____

ATTEST:

Christina McDonald, City Secretary

Robyn Richter, Emergency Services District #6 Secretary

APPROVED AS TO FORM:

Patty L. Akers, City Attorney

Ken Campbell, Emergency Services District #6 Attorney

ATTACHMENT A
To Interlocal Dispatch Agreement between
The City of Marble Falls and BURNET COUNTY EMERGENCY SERVICES DISTRICT

#6

DISPATCH SERVICES

1. The City, acting through its officers, employees, contractors, agents and representatives (hereinafter collectively, "Personnel"), shall provide Dispatch Services to the Contracting Entity's fire and rescue services in the Contracting Entity's service area or boundaries ("Service Area").

2. DISPATCHING

2.1 Two types of Dispatch Services shall be provided; 911 Dispatch Services and non-emergency Dispatch Services (collectively "Dispatch Services"). The City will provide Contracting Entity's 911 and non-emergency calls for fire rescue with Dispatch Services twenty-four hours per day, seven days a week ("24/7").

2.2 At all times during the Initial Term of this Agreement and any Renewal Terms, the City will maintain a radio communication dispatch center ("Dispatch Center") at which to receive requests for service and from which to dispatch Contracting Entity's fire rescue personnel to respond to such service requests. The City shall be solely responsible for scheduling and staffing the Dispatch Center. The Dispatch Center shall be located at the Marble Falls Police Department's main offices, currently located at 209 Main Street, Marble Falls, Texas, or at such other location as the City may determine in its sole discretion from time to time.

2.3 The City will provide an adequate number of persons to provide the Dispatch Services to Contracting Entity as provided herein, and will ensure that the persons providing the actual radio dispatch services ("Dispatchers") are trained by the City in procedures concerning dispatching requirements and procedures appropriate to fire and rescue dispatching and record-keeping.

2.4 The Dispatcher(s) will service requests, directed to the Marble Falls Dispatch Center (to be located at the Marble Falls Police Department) by residents of the Contracting Entity or other persons in the Contracting Entity's Service Areas.

2.5 The Dispatcher(s) will dispatch Contracting Entity's fire rescue in a manner consistent with the City's training, instruction, procedures, practices, and policies, and consistent with how the City dispatches its own services.

2.6 All calls for the Contracting Entity's fire rescue agency shall be dispatched by the City on the Western Region Radio System, on talk groups specified by dispatch to ensure interoperability.

2.7 The Contracting Entity will provide the Marble Falls Police Department and the City's Dispatchers with all applicable current mapping and routing information, personnel and on-call

rosters, and vehicle identifier numbers that are necessary 'or appropriate to allow the City to perform the Dispatch Services efficiently . The Contracting Entity shall update this information from time to time as needed or appropriate to ensure that the Dispatchers have current mapping and routing information, personnel and on-call rosters, and vehicle identifier information at all times.

2.8 The City will likewise provide to Contracting Entity maps and routing information, personnel and on-call rosters as requested by the Contracting Entity.

3. EQUIPMENT AND CALL VOLUME CAPACITY

3.1 The City shall provide and pay all costs associated with the purchase, installation, maintenance, repair and replacement of all radio communications and other equipment to be located at the Dispatch Center ("Equipment").

3.2. Notwithstanding that any fees payable by Contracting Entity for the Dispatch Services may be applied by the City to the costs associated with the Equipment, the Equipment shall be and shall remain the property of the City; and the Equipment may be removed from the Dispatch Center by the City, at its sole expense, in the event of the termination of this Agreement. The City may utilize the Equipment for services other than the Dispatch Services, or may use the Equipment to provide dispatch services to other local governmental entities, in its sole discretion.

3.3 The Contracting Entity shall be fully responsible for acquiring, installing, maintaining, repairing and the use of any equipment required by the Contracting Entity to utilize the Dispatch Services, and for all staffing it may need to utilize those services, including the training of such staff. Mobile Hardware/Software costs include, but are not limited to, Spillman Mobile Licenses, Netmotion, Computrace, Rocket Router, Wireless Air Card, and other Hardware/Software recommendations by the City.

3.4 The parties agree that , should the Dispatch Center be relocated during the Initial Term of this Agreement or any Renewal Term, the parties will work together in good faith to coordinate equipment relocation and the dispatching services transition in a manner designed to avoid material disruption or degradation of the Dispatch Services.

4. DOCUMENTATION

The City agrees to make available and provide to the Contracting Entity and each of the Contracting Entity's departments for which Dispatch Services will be provided hereunder, at the Contracting Entity's sole cost, copies of pertinent literature and/or documentation that the City and the Contracting Entity agree will be needed by the Contracting Entity's departments in order to permit them to use the Dispatch Services.

5. CONFIDENTIALITY; NONDISCLOSURE; OPEN RECORDS

5.1 Unless otherwise required by law, no information regarding service requests dispatched by the City will be disclosed to third parties, without the written consent of the Contracting Entity and the persons involved in or served by the service call; provided, however, that the City may disclose such information if required by applicable law or regulation, or by order or other request of a court or governmental agency of competent jurisdiction.

5.2 The Contracting Entity has access to computerized call and disposition records for all service calls made by residents of the Contracting Entity's Service Areas ("Contracting Entity Calls"). It therefore is the responsibility of the Contracting Entity to provide responses to requests made for such records under the Texas Public Information Act ("TPIA") and all other applicable laws. If the City provides assistance to the Contracting Entity on request, or if, because the City is providing Dispatch Services, the City is legally obligated under the TPIA or applicable law to respond to such requests related to Contracting Entity Calls, the City shall have the right to bill the Contracting Entity for the costs and expenses of providing such assistance or in making such required responses, including the cost of staff and attorney time provided. The Contracting Entity agrees to promptly pay the City for such costs and expenses upon receipt of an invoice.

6. RECORD KEEPING AND REPORTING

6.1 The City shall maintain records that memorialize the services provided by the City under this Agreement, to the extent required by the City's and/or State's mandated record retention schedule. The Contracting Entity may access records via the Spillman Mobile Software Solution or upon reasonable request, the City shall provide to the Contracting Entity copies of such records.

6.2. The City shall maintain an electronic records management system. A Fire Incident record shall be made for each received request for assistance and for each reported unit-initiated activity.

7. CONTACT PERSONS FOR ADMINISTRATION AND NOTICE

7.1 The City's Contact Person for the administration of this Agreement shall be the Marble Falls Chief of Police, unless the City designates in writing to the Contracting Entity another person or position to serve as such contact person.

7.2 The Contracting Entity's Contact Person for the administration of this Agreement shall be Marble Falls Volunteer Fire Department, Fire Chief, unless the Designating Entity designates in writing to the City another person or position to serve as such contact person.

7.3 Any notices required to be provided by one party to the other shall be addressed or delivered to the designated Contact Person.

October 18, 2016

7. REGULAR AGENDA

- (d) Discussion and Action on a contract with STR Constructors for the Public Safety Building project and authorize the City Manager to execute the contract. **Mike Hodge, City Manager**

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo October 18, 2016

Agenda Item No.: 7(d)
Presenter: Mike Hodge, City Manager
Department: Police Department
Legal Review: N/A

AGENDA CAPTION

Discussion and Action on approval of a contract with STR Constructors, LTD for the Public Safety Facility and authorize the City Manager to execute the contract.

BACKGROUND INFORMATION

During the last week of August 2016, city staff, the Public Safety Facility Committee and R. Gill Architects finalized the Public Safety Facility design plans, bid specifications and preliminary cost projections.

Advertisement for Sealed Competitive Bids were let on September 1, 2016. The advertisement identified the scope of the project, where the design plans and bid specifications could be located. The advertisement also notified bidders of a pre-bid conference, bidding instructions and date as to when the sealed competitive bids would be opened. (See Attachment #1)

As specified in the bid advertisement, a pre-bid conference was held at City Hall. Several general contractors and subcontractors attended this meeting. City staff and R. Gill Architects representatives were present to provide an overview of the scope of this project, review the bidding process and timelines, and explain the selection criteria. In addition to the conference at City Hall, an onsite visit of the proposed building site at 606 Avenue N was conducted.

During the bidding process, three (3) addendums were developed and disseminated; addendum #1 on 09/12/2016, addendum #2 on 09/15/2016 and addendum #3 on 09/18/2016. (See Attachment #2)

As detailed in the bid advertisement on 09/21/2016, six (6) Sealed Competitive Bids were received and opened publicly by the City Secretary. The six (6) base bids received ranged from \$3,725,000 through \$4,275,000. Apparent low qualified bid received was from STR Constructors, LTD of Liberty Hill, Texas. For a complete list of bidders and bids, see Public Safety Facility Bid Tabulation Sheet, Attachment #3.

On 09/22/2016, R. Gill Architects began the process of scoring and qualifying the six (6) bids received.

On 09/27/2016, the Public Safety Facility Committee, which consists of Councilman Ryan Nash, City Manager Mike Hodge, Municipal Judge Cheryl Pounds, Police Chief Mark Whitacre and Lieutenant Steve Eckstein, met with Ray Gill and Dale Littlefield of R. Gill Architects to review the two (2) Lowest Qualified Bidders bid documents. The bid documents reviewed were from STR Constructors LTD and O'Haver Contractors. Consensus of the Public Safety Facility Committee was to meet with the apparent lowest qualified bid contractor, STR Constructors LTD

The decision to exclude alternate bids 1, 2 and 3 was also determined. The alternate bids are for the detached sally port building and two (2) parking awnings.

A meeting between STR Constructors LTD, the Marble Falls Public Safety Facility Committee and R. Gill Architects took place on 10/04/2016. The purpose of the meeting was to determine the qualifications of STR Constructors LTD and to determine their ability to perform the Marble Falls Public Safety Facility Project. Subsequently the Marble Falls Public Safety Facility Committee and R. Gill Architects deemed STR Constructors LTD to be qualified to perform the work necessary to complete this project.

After making this determination, STR Constructors LTD discussed several value engineering prospects, that the Public Safety Facility Committee and R. Gill Architects accepted totaling over \$100,000 in cost savings to the Public Safety Facility project.

Additional potential value engineered cost savings ideas were discussed as well as potential value engineered ideas related to changing up the foundation design and pier diameter/depth requirements.

Ray Gill, Dale Littlefield and STR Constructors LTD will work with Holt Engineering to review the feasibility of these proposed ideas. Holt Engineering is the company that provided the city with the site/soil analysis of the Public Safety Facility location at 606 Avenue N.

On 10/13/2016, city staff, along with STR Constructors LTD and Dale Littlefield, with R. Gill Architects, held a conference call to discuss and finalize the additional value engineered options presented by STR Constructors LTD

Several of the value engineered options presented by STR Constructors LTD were accepted by the city and R. Gill Architects. See Attachment #4 for a detailed breakout of these options. The cost savings of these items accepted on 10/13/2016 totaled \$136,644. The combined value engineered savings is \$242,366.

For City Councils review and consideration of award of bid to STR Constructors LTD, for the construction of the Marble Falls Public Safety Facility, is a proposed construction contract. (See Attachment #5)

City staff, for City Councils review, has prepared a Marble Falls Public Safety Facility budget worksheet. This budget worksheet outlines all related cost for the implementation of the Public Safety Facility project. (See Attachment #6)

Also for City Councils review are the resume background questionnaire and responses from several of STR Constructors LTD current and recent construction projects. (See Attachment #7)

Attachments are as follows:

- 1) [Bid Advertisement](#)
- 2) [3 Bid Addendums](#)
- 3) [Bid Tabulation Sheet](#)
- 4) [Value Engineered Proposals](#)
- 5) [Construction Contract](#)
- 6) [Public Safety Facility Budget Sheet](#)
- 7) [Public Safety Facility Resume Background Checks](#)

City of Marble Falls Public Safety Building

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Public Safety Building** will be received by the City Secretary at the **City of Marble Falls, 800 Third Street, Marble Falls, Texas 78654**, until **10:00 AM** local time on **Wednesday, September 21, 2016**, at which time the Bids received will be **publicly** opened and read aloud at the same address. Bid envelopes shall be clearly marked as follows: Sealed Bid – Public Safety Building

It is the intention of the City of Marble Falls, Texas to select a prime contractor by using the competitive sealed bid proposal process for the construction of the new Public Safety Building to be located at 606 Avenue N, Marble Falls, Texas, 78654.

The Project consists of new construction of the City of Marble Falls Public Safety Building, including a two-story +/- 13,660 S.F. office structure with main floor on the upper street level constructed using concrete piers, grade beams, precast plank (lower level floor) insulated concrete form lower level walls, steel frame and main floor structure with concrete on metal deck floor system and; detached Sally Port (alternate) +/- 1,500 S.F. Constructed using pre-engineered metal building frame with R-panel roof; exterior finish of all buildings to be stucco with cultured stone façade on main entry and other improvements and incidental work as described in the Specifications and detailed on the Drawings. The piers, foundation and slab for the sally port will be included in the base bid.

Bidding Documents will be available for review from the following organizations:

1. McGraw Hill / Dodge: www.fwdodge.com
2. Reed Construction Data: www.reedconstructiondata.com
3. The City of Marble Falls, 800 Third Street, Marble Falls, Texas 78654
4. Electronic files of construction documents will be available by link to Drop Box. To request access, send email with company name, contact, address, phone, email, GC or Sub, and portion of work to be bid to: plans@hsbarchitect.com

The site is available for examination by bidders at any time.

A pre-bid conference will be held at **9:00 AM** local time on **Thursday, September 8, 2016** at the **City of Marble Falls, 800 Third Street, Marble Falls, Texas 78654**. Attendance at the pre-bid conference is mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.



ARCHITECTS

September 12, 2016

Project: City of Marble Falls Public Safety Building

RE: Addendum 1

In the interest of the City of Marble Falls and all interested bidders (to include sub-contractors), the following revisions are made to the Contract Documents:

ITEM 1. To revise mandatory Pre-Bid attendance

Section 00 11 13 Advertisement for Bids 1.1 General Item E. has been **revised** to read 'Mandatory attendance is not required at the Pre-Bid meeting.'

The change is due to the City of Marble Falls Development website incorrectly posting the pre-bid meeting date as Tuesday the 8th of September and the Builders Exchange had incorrectly notified interested bidders that the pre-bid meeting was not mandatory.

ITEM 2. To remove contract time limit

Section 00 21 13 Instruction to Bidders 1.16 Construction Schedule has been **revised** to remove the time for completion. This will be established upon mutual agreement of the Owner and Contractor.

ITEM 3. To remove confusion regarding liquidated damages:

Section 00 21 13 Instructions to Bidders 1.17 Liquidated Damages Item A has been **revised** from \$250/day to \$500/day.

This is to agree with Article 8 Section 00 52 00 Contract Agreement.

ITEM 4. To revise permit payment responsibility

Section 00 21 13 Instruction to Bidders 1.18 Permits has been **revised** to read the Owner has responsibility for payment of permits.

ITEM 5. To remove payment for materials testing

Section 00 21 13 Instruction to Bidders 1.19 Materials Testing has been **revised** to read the Owner has responsibility for direct payment of materials testing.

ITEM 6.

Section 00 41 00 Bid Form is **revised** to include Alternate 3 and unit price for piers beyond what is indicated in the Construction Documents.

ITEM 7.

Section 01 21 00 Allowances **revised** to remove Testing Allowance. This will be paid directly by Owner.

ITEM 8.

Section 01 22 00 Unit Prices is **revised** to include unit prices required on Bid Form.

Page 2
Addendum 1
September 12, 2016

ITEM 9.

Copies of proposal required – 2 executed originals of bid form

END OF ADDENDUM



September 12, 2016

00 11 13

ADVERTISEMENT FOR BIDS

1.1 GENERAL

A. The Owner of this Project is:

City of Marble Falls, TX
800 Third Street
Marble Falls, Texas 78654

B. The Architect for this Project is:

R. Gill Architects
PO Box 4367
Horseshoe Bay, TX 78657

C. It is the intention of the City of Marble Falls, Texas to select a prime contractor by using the competitive sealed bid proposal process for the construction of a new Public Safety Building to be located at 606 Ave N, Burnet, TX 78654. General Contractors are invited to submit a Bid for the construction as follows:

D. The Work of this project is generally described in Section 01 11 00 Summary of Work.

E. Mandatory attendance is not required at the Pre-Bid meeting.

F. Bids must be on a stipulated sum basis.

G. The Owner will receive sealed Bids until 10:00 AM local time, September 21, 2016 at the office of the Owner. No oral, electronic, facsimile proposal will be accepted. No late proposals will be accepted. All proposals received after the scheduled proposal opening deadline will be returned unopened.

H. A pdf of each bidders complete 'Contractor Questionnaire' and any other required or additional materials must be submitted with completed bid proposal in an opaque envelope, sealed, and clearly marked on the outside of the envelope.

I. Bidders are required to submit Document 00 43 00 - Bid Form Supplements at the time Bids are submitted.

J. Bids will be opened publicly immediately after the time set for submittal.

K. Bidders are required to state the number of days required to achieve Substantial Completion of the Work. Consideration will be given to the stated time of completion when reviewing Bids submitted.

L. A Bid Security in the amount of 5 percent of the highest possible Bid amount is required.

M. Payment and Performance Bonds will be required.

N. Bids are required to be submitted under a condition of irrevocability for a period of 30 days after submittal.

O. Submit Bids on the Bid Form provided.

P. Refer to Document 00 21 13 - Instructions to Bidders for additional information.

ADVERTISEMENT FOR BIDS

1.2 BIDDING DOCUMENTS

- A. Bidding Documents are available for review from the following organizations:
 - 1. Dodge PlanRoom; www.construction.com.
 - 2. Construction Market Data; www.cmdgroup.com
- B. Bidding Documents may be examined at the office of the Owner (City of Marble Falls – City Secretary).
- C. Electronic files of Construction Documents will be available by link to 'Drop Box'. To request access, send email with Company Name, Contact Person Name, Address, Phone, Email Address, GC or Sub, and portion of work to be bid to the following: plans@hsbarchitect.com.

1.3 EXAMINATION OF SITE

- A. The site is available for examination by Bidders and sub-bidders at any time.
- B. An examination of the site has been arranged for Bidders and sub-bidders on September, 8, 2016 at 10:30 AM.

1.4 PRE-BID CONFERENCE

- A. A mandatory pre-bid conference has been scheduled for 9:00 AM local time, September, 8, 2016 at the office of the Owner.
- B. Bidders are required and sub-bidders are invited to attend.
- C. Representatives of the Owner and Architect will be in attendance.

1.5 BID PROPOSAL SELECTION

- A. Selection of the successful proposer will be based on the selection criteria set forth in the Instructions to Bidders. In case of ambiguity, duplication, or obscurity in the proposals, the City of Marble Falls, Texas, reserves the right to construe the meaning thereof. The City of Marble Falls, Texas further reserves the right to reject any and/or all proposals and waive any informalities and irregularities in any and/or all proposals received.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 DOCUMENTS

- A. Instructions to Bidders, forms a part of the Bidding Documents.

1.2 RELATED REQUIREMENTS

- A. Document 00 11 13 - Advertisement for Bids.

1.3 DEFINITIONS

- A. A. All definitions set forth in the General and Supplemental Conditions of the Construction Agreement or in other contract documents are applicable to these proposal documents.
- B. Proposal documents include the Request for Competitive Sealed Proposals for Construction Services, Instructions to Proposers, Proposal Form, and the proposed contract documents including any addenda issued prior to receipt of proposals.
- C. Addenda are written or graphic instruments issued prior to the opening of the proposals which modify or interpret the proposal documents (including drawings and specifications) by additions, deletions, clarifications or corrections. Addenda become part of the contract documents when the Construction Agreement is executed.
- D. The City of Marble Falls, Texas may be referred to in the bid documents as Owner.
- E. A bid is a complete and properly signed proposal to do the work for the sums stipulated therein, submitted in accordance with the proposal documents.
- F. The base contract sum is the sum stated in the proposal for which the Proposer offers to perform the work described in the proposal documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate proposals, if alternate proposals are required.
- G. An alternate proposal (or alternate) is an amount stated in the proposal to be added to or deducted from the amount of the base contract sum and the corresponding change in the work, as described in the proposal documents or in the proposed contract documents.
- H. A unit price is an amount stated in the proposal as a price per unit of measurement for materials or service as described in the proposal documents or in the proposed contract documents.
- I. A Bidder is a person or entity who submits a bid.
- J. A subcontractor is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.
- K. Contractor is the person or entity which has been determined to provide the best value for Owner based on Owner's Selection Criteria and its ranking evaluation, and to which Owner awards the contract.
- L. Contract refers to the Construction Agreement.

1.4 SELECTION CRITERIA

- A. The following supplements modify, delete from, or add to the Instructions to Bidders.
- B. Where provisions of the Instructions to Bidders are modified, unaltered provisions remain in effect.
- C. Bidding Documents:
 - 1. Substitutions will not be considered prior to award of Contract. Refer to Section 01 60 00 - Product Requirements for additional information.
- D. Bidding Procedures:
 - 1. Identify the time of completion on the Bid Form. The date of Substantial Completion in the Owner/Contractor Agreement shall be the time of completion added to the commencement date.
 - 2. Each Bid shall be accompanied by a Bid Security in an amount equal to 5 percent of the maximum possible Bid amount, consisting of either a certified check or a surety bond, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the contract and payment of obligations arising thereunder.
 - 3. If a surety bond is submitted, it shall be issued by a surety licensed to conduct business in the State of Texas, and shall be written on American Institute of Architects (AIA) Document A310, Bid Bond. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- E. Consideration of Bids:
 - 1. The Owner shall have the right to disqualify any Bidder who fails to satisfy the Owner that he is qualified to complete the Work.
 - 2. The Owner requires that work of this contract be completed as quickly as possible. Consideration will be given to the time of completion when reviewing the Bids submitted.

1.5 QUALIFICATION OF PROPOSERS

- A. Every Proposer shall submit with her/his proposal a properly executed Questionnaire.
- B. Proposers may be disqualified and their proposals not considered for, by way of example but not limitation, any of the following reasons:
 - 1. Reasonable information or belief that collusion exists among Proposers;
 - 2. Proposer being interested in any manner in any litigation involving Owner;
 - 3. Proposer being in arrears on any existing contract or having defaulted on any previous contract;
 - 4. Lack of competency as revealed by the financial statement, experience and equipment, Questionnaire, or qualification statement;
 - 5. Uncompleted work which in the judgment of Owner will prevent or hinder the prompt completion of additional work if awarded.

1.6 PREPARATION OF PROPOSAL

- A. Proposer shall submit her/his proposal on the Proposal Form furnished as part of the proposal documents. All blank spaces in all forms shall be correctly filled in and the Proposer shall state the prices, written in words and in figures. Where there is a discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If the proposal is submitted by an individual, that person's name must be signed by that person or by that person's duly authorized agent. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent. Powers of Attorney which authorize agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

1.7 FILING PROPOSAL

- A. No proposal will be considered unless it is filed with Owner within the time limit for receiving proposals as stated in the Request for Competitive Sealed Proposals. Each proposal shall be in a sealed envelope plainly marked as designated in the Request for Competitive Sealed Proposals.

1.8 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. No proposal may be withdrawn or modified after the proposal opening except where the award of the contract has been delayed beyond ninety (90) days after date of proposal opening.

1.9 IRREGULAR PROPOSAL

- A. Proposals will not be considered if they show any omissions, alterations of form, additions, conditions not requested, unauthorized alternate proposals, or irregularities of any kind. However, Owner reserves the right to waive any irregularities and to make the award in the best interest of Owner.

1.10 REJECTION OF PROPOSAL

- A. The Proposer acknowledges the right of Owner to reject any or all proposals and to waive any informality or irregularity in any proposal received. In addition, the Proposer recognizes the right of Owner to reject a proposal if the Proposer failed to furnish any required proposal security, or to submit the data required by the proposal documents, or if the proposal is any way deemed incomplete or irregular.

1.11 SELECTION CRITERIA AND OWNER EVALUATION

- A. Owner intends to award the contract to the Proposer whose proposal represents the best value to Owner according to the selection criteria and the relative weighting set forth herein. The selection criteria that Owner will use in selecting the successful Proposer and the relative weighting of such criteria are as follows:

Selection Criteria

1. Price: The quoted price, cost methodology, alternatives proposed, and markup for changes. (55%)
2. Experience and Qualifications with Comparable Projects: (a) References that have personal knowledge of the proposing firm's reputation and quality of work; and (b) recent experience in the construction of projects of comparable size and complexity, experience with municipal facilities of comparable size and complexity, and experience with facilities in Owner's geographical area. (15%)
3. Key Personnel to be assigned: The names, construction experience, specific capabilities, number of personnel (with designation of full-time and/or part-time), and present commitment of the key individuals (Project Manager, Construction Superintendent, Assistant Construction Superintendent, Field Engineers, etc.) proposed to be utilized on this project from beginning of work through completion of construction. (15%)

4. Sub-Contractors: The names of those sub-contractors as listed on the Proposal Form, shall have the construction experience, specific capabilities and are proposed to be utilized on this project from beginning of work through completion of construction. (15%)

Relative Weighting of Selection Criteria

5. Price – Fifty-five percent (55%)
 6. Experience and Qualifications with Comparable Projects – Fifteen percent (15%)
 7. Key Personnel to be assigned - Fifteen percent (15%)
 8. Sub-Contractors as proposed on the Proposal Form- Fifteen percent (15%)
- B. Proposals shall be privately opened.
- C. Within forty-five (45) days after the proposals are opened, Owner or its designated representatives shall evaluate and rank each proposal submitted in relation to the published selection criteria and weighting.
- D. Owner will initially attempt to negotiate a contract with the first ranked Proposer. If Owner does not require any modifications to the scope, time, or price, then the first ranked Proposer shall execute the Construction Agreement as awarded. If for any reason Owner is unable to reach a contract with the first ranked Proposer, then Owner will give written notification to that Proposer that negotiations are ended and will then proceed to negotiate with the next ranked Proposer in the order of selection ranking until such time as a contract is reached or all proposals are rejected. Proposals may be rejected at any time.

1.12 EXECUTION OF CONTRACT

- A. No contract shall be binding on Owner until it has been executed by Owner or its duly authorized representative, and same delivered to the Contractor.

1.13 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Proposer to execute the or to sign the required contract within five (5) days after the contract is awarded shall be considered by Owner as abandonment of the proposal, and Owner may annul the award.

1.14 PURCHASE ORDER

- A. Purchase order(s) may be generated by Owner to the Contractor. If so the purchase order number must appear on all itemized invoices.

1.15 NOTICE TO PROCEED

- A. Upon the execution of the contract, Owner will issue a written Notice to Proceed to the Contractor requesting that it proceed with construction, establishing the commencement of the contract time, and the Contractor shall commence work within ten (10) days after the date of Notice to Proceed.

1.16 CONSTRUCTION SCHEDULE

- A. The time for completion will be determined upon mutual agreement of the Owner and Contractor. The construction period will begin from the Notice to Proceed and such deadline for completion will be included in the Contract Agreement 00 52 00.

1.17 LIQUIDATED DAMAGES

- A. Should the Contractor fail to achieve completion of the work within the specified completion schedule, then the sum of Five Hundred and No/100 Dollars (\$500.00) per calendar day of delay will be deducted from the monies due the Contractor for the work, and such sums shall be reasonable liquidated damages due to the impracticability or impossibility of ascertaining the actual damages.

1.18 PERMITS

- A. The Contractor shall be responsible for obtaining all necessary building permits and building inspections as would normally be required. The cost of any permits will be paid by the Owner.

1.19 MATERIALS TESTING

- A. The Contractor will be responsible for notifying and scheduling the testing company, hired by the Owner, in a timely manner for inspection services and materials testing. The cost of testing will be paid by the Owner directly to the testing company.

1.20 MISCELLANEOUS PROVISIONS

- A. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
 - 1. The Contractor shall not commence work until it has furnished certification of all insurance required and such has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on its subcontract until proof of all similar insurance that is required of the subcontractor has been furnished and approved.
 - 2. Proposals shall be submitted on a separated contract basis. All Texas sales tax shall be included in the prices proposed for materials consumed or incorporated into the finished product under this contract.
 - 3. The contract will transfer title of consumable, but not incorporate, materials to the Owner at the time and point of receipt by the Contractor;
 - 4. The Contractor will be paid for these consumable materials by the Owner as soon as practicable but no greater than once payment per month. Payment will not be made directly but considered subsidiary to the pertinent item. The Contractor's monthly estimate will state that the estimate includes consumables that were received during the month covered by the estimate; and
 - 5. The designated representative of the Owner must be notified as soon as possible of the receipt of these materials so that an inspection can be made by the representative. Where practical, the materials will be labeled as the property of the Owner.
- B. If the Proposer's insurance company is authorized, pursuant to its agreement with Proposer, to arrange for the replacement of a loss rather than by making a cash payment directly to the Owner.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

00 21 13-5

00 41 00

BID FORM

DATE _____, 20____

PROJECT PUBLIC SAFETY BUILDING

PROPOSAL OF _____
hereinafter called "Bidder", a (corporation) (partnership) (sole proprietorship) (Bidder
strike out inapplicable terms)

TO City of Marble Falls
800 Third Street
Marble Falls, Texas 78654

(hereinafter called "Owner")

The undersigned, in compliance with your Advertisement for Bids, submits the following Bid.

1.1 REPRESENTATIONS

- A. Bidder will accept the provisions of the Bidding Documents.
- B. Bidder will enter into and execute a contract with the Owner within 10 days after Notification of Award of this Bid.
- C. Bidder will accomplish the Work in accordance with the Bidding Documents prepared by R. Gill Architects.

1.2 TIME OF COMPLETION

- A. Bidder will achieve Substantial Completion of the Work on or before _____, 2017.

1.3 BID AMOUNTS

- A. Base Bid Amount: Bidder proposes to construct this project for the stipulated sum of:

_____ Dollars (\$_____)

- B. Alternate Bids: If the Alternates listed below and further described in Section 01 23 00 - Alternates are accepted, the Base Bid Amount stated above shall be modified by the following amounts:

- 1. Alternate No. 1: Sally Port Building and all associated work Add:

_____ Dollars (\$_____)

2. Alternate No. 2: 9' high Vehicle Cover (2) Add:

Dollars (\$ _____)

3. Alternate No. 3: 12' high Vehicle Cover (3) Add:

Dollars (\$ _____)

C. Unit Prices: The unit prices listed below and described in Section 01 22 00 - Unit Prices, will apply throughout the project for changing work upon written instructions of the Architect:

Description	Unit of Measure	Add per Unit	Deduct per Unit
Drilled Concrete Piers	LF	\$ _____	\$ _____
Over excavation of unsuitable material	CY	\$ _____	\$ _____
Placement of engineered fill	CY	\$ _____	\$ _____
Curb and Gutter beyond scope	LF	\$ _____	\$ _____
Asphalt Paving (incl. req. prep/base) beyond scope	SY	\$ _____	\$ _____

1.4 ADDENDA

A. Bidder acknowledges receipt of the following Addenda:

- No. _____ Dated _____, 2016

Respectfully Submitted,

Firm Name

By

Street Address

Signature

City, State and Zip Code

Title

4017
September 7, 2016

PUBLIC SAFETY BUILDING
MARBLE FALLS, TX

Telephone

Corporations: Affix Corporate Seal

State in which incorporated

END OF DOCUMENT

BID FORM

00 41 00-3

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Monetary allowances for certain elements of work are provided in the contract. Work provided under allowances shall be as directed by the Architect.
- B. The amount provided in the contract shall include profit and overhead. The project is exempt from sales tax.
- C. The General Contractor shall provide a reconciliation of the expenditures for allowance items prior to the request for final payment. Should the actual cost be more or less than the allowance, the contract sum shall be adjusted by change order equal to the amount of the difference.

1.2 ALLOWANCES

- A. Allow the sum of ten thousand dollars (\$10,000.00). This sum is a betterment fund that shall be used at the Owners' discretion.
- B. Allow the Sum of nine hundred-fifty dollars (\$950.00) for the purchase and installation of a Cast Aluminum plaque to be designed by the architect and approved by the owner. The plaque is to be installed in a location determined by the architect.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END OF SECTION

01 22 00

UNIT PRICES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Measurement.
 - 2. Payment.
- B. Related Sections:
 - 1. Individual specification sections.

1.2 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Take measurements and compute quantities.
- C. Quantities and measurements indicated are for Contract purposes only. Actual quantities and measurements supplied or placed in the Work will determine payment.
- D. Payment includes full compensation for all required labor, Products, tools, equipment, plant, transportation, services, and incidentals, and for erection, application, or installation of an item of the Work.
- E. Adjustments to Contract Sum will be made by Change Order based on net cumulative change for each item of the Work.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. Drilled Concrete Piers - Section 31 63 29:
 - 1. Pier depth:
 - a. Unit of measure: By the linear foot including shaft drilling, dewatering, reinforcement, and concrete.
 - b. Basis of payment:
 - 1) Contract Sum to be based on design depths indicated on Drawings.
 - 2) Adjustments to Contract Sum will be made using actual pier depth measured from top of pier to top of bearing strata. Payment for penetration into bearing strata is not included in unit price, and is to be included in Contract Sum.
- B. Over excavation of unsuitable material
 - 1. Volume of material required to be removed beyond what is indicated on the Architectural, Structural and Civil drawings.
 - a. Unit of measure: By the cubic yard including removal and disposal off-site.

UNIT PRICES

01 22 00-1

- b. Adjustments to the Contract Sum will be made only after Change Order is submitted and approved.
- C. Placement of engineered fill
- 1. Volume of material required to be placed beyond what is indicated on the Architectural, Structural and Civil drawings.
 - a. Unit of measure: By the cubic yard including purchase, hauling, placement and compaction according to Soils Engineer and Structural Engineer requirements.
 - b. Adjustments to the Contract Sum will be made only after Change Order is submitted and approved.
- D. Curb and Gutter beyond scope
- 1. Additional curb and gutter may be requested by the Owner beyond what is indicated on the drawings. The work will be performed on the construction site.
 - a. Unit of measure: By the linear foot including excavating, purchasing, forming, placing and finishing.
 - b. Adjustments to the Contract Sum will be made only after Change Order is submitted and approved.
- E. Asphalt Paving (incl. req. prep/base) beyond scope
- 1. Additional asphalt paving may be requested by the Owner beyond what is indicated on the drawings. The work will be performed on the construction site.
 - a. Unit of measure: By the square yard including excavating, purchasing additional base and asphalt and installing in thicknesses as indicated in the Contract Documents.
 - b. Adjustments to the Contract Sum will be made only after Change Order is submitted and approved.

END OF SECTION



ARCHITECTS

September 15, 2016

Project: City of Marble Falls Public Safety Building

RE: Addendum 2

In the interest of the City of Marble Falls and all interested bidders (to include sub-contractors), the following revisions are made to the Contract Documents:

ITEM 1. WAGE SCALE RATES (Clarification)

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2258.htm>

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx155.dvb>

ITEM 2. SALES TAX (Revision)

Section 00 21 13, 1.20 Miscellaneous Provisions A.2. has been revised to exclude sales tax. The project is exempt from Sales Tax.

ITEM 3. SUB-BIDS

The requirement to turn in Sub Bids at the time of Bids has been extended to 24hrs after Bid Opening. Sub Bids shall be provided for all major Sub Contractors.

ITEM 4. BID FORM SUPPLEMENTS (Deleted)

Section 00 43 00 has been removed from the Bid Documents. A list of Major Sub Contractors will still be required. See ITEM 3 above.

ITEM 5. Construction Waste Management (Clarification)

Section 01 74 19 requires the Contractor to perform reasonable waste management. If specific requirements are deemed unreasonable by the City Engineer, modifications to the requirement may be made prior to construction.

ITEM 6. GEOTECHNICAL REQUIREMENTS AT SALLY PORT (Clarification)

Install grade beams and slab at Sally Port on 8" void forms over compacted subgrade as indicated on page 7 of the Soil Report. No under drain system is to be installed at the Sally Port. The 6" pea gravel shall be installed under the void forms. Install 6mil poly on top of pea gravel prior to placing chairs and rebar.

ITEM 7. PAVING (Clarification)

Asphalt detail is called 'Compact Sub-Grade' on Sheet C16.

The lime stabilization OPTIONAL requirement for paving areas is outlined on pages 9 and 11 of the Subsurface Investigation and Foundation Recommendations Report included in Specification Section 00 31 32. Pavement Design Section.

Lime Stabilization specification is located on page 79, Section 12.0601 of the Civil Specification.

ITEM 8. DUMPSTER (Clarification)

Sheet C4 and A1.0 for dumpster drawings. Sheet A1.0 indicates location of chain link gates and bollards. Bollard detail is located on 4/A1.1. No other screening for dumpster is included in this contract. The 12' wide 6" thick concrete approach and pad will be detailed on a revised Structural sheet.

ITEM 9. CHAIN LINK FENCING and GATES (Revision)

Section 32 31 13 has been modified to clarify the line, termination and gate post diameters as well as the type of sliding gate has been changed to cantilever. Sheet A1.3 has been modified to indicate the revised location of tension bars, tie wires, and fabric.

ITEM 10. STEEL FENCING and GATES (Revision)

Section 32 31 19 has been modified to clarify the desired style and operation of the steel gates at the entrance of employee parking. The gate is now a cantilever sliding gate similar to the Ameristar Transport II Classic style aluminum gate. Gate posts to be 6x6 steel tube. Sheet A1.4 has been modified to indicate the revised gate construction.

ITEM 11. PIERS (Clarification)

For bid purposes, use the note on 1/S400. Fill in the unit price/LF for piers on the bid form. The soil report notes that the light tan chalk layer is approx. 23 ft from existing grade. Since the site is sloping and the building requires a cut of almost 20', the light tan chalk layer may occur at less than a 15' pier depth. The bottom of the grade beams will rest on the top of the piers. The void box occurs under the beams at all locations where they are not attached to a pier. The grade beams can be formed on the bottom without the use of cardboard voids if desired. The plans indicate the grade is approx. 18 below the bottom of the grade beams.

Soil retainers are shown on the plans and they are continuous around the building perimeter to keep the soil from sloughing under the building.

ITEM 12. CONCRETE (Clarification)

Section 03 30 00 2.2 Materials provides for a choice of Portland Type I or Type III.

Concrete Schedule 3.8 for slabs on grade – NO fiber reinforcing is noted on the drawings at slabs on grade (Sally-Port). The steel rebar is noted on the Structural Plans.

Sheet S400 has been revised to indicate dowel size and spacing from grade beams into ICF walls.

The Generator, Fuel Tank, Transformer and Dumpster pad and approach each require a concrete pad. These are all part of the Base Bid. A revised drawing will be issued detailing each slab.

ITEM 13. PRECAST PLANK FLOOR SYSTEM (Revision)

The precast planks are manufactured per the manufacturer's specifications.

Sheet S400 has been revised to indicate a 2" normal weight concrete topping on the precast plank.

ITEM 14. ACCESS FLOOR HATCH 08 31 00 (Clarification)

Section 08 31 00 Access Floor Hatch – This section outlines requirements for the floor access hatch from the Lower Level Janitor/Mechanical Room to the service area below the building.

ITEM 15. CEILING HEIGHT (Revision)

Ceilings heights have been noted on A2.3 and A2.4. All ceilings are 9'-0" aff unless otherwise noted. The Lobby ceiling is (10' aff).

Sheets A4.0, A4.1, A4.2 Building Sections and Sheets A4.3, A4.4, A4.5 Wall Sections have been revised to agree with the Reflected Ceiling Plans.

ITEM 16. CEILING FINISH (Clarification)

All rooms with 'no ceiling' should be painted with intumescent paint over the polyurethane spray foam (Main Floor) or exposed metal decking with paint (Lower Floor).

Sheet A6.1 Finishes no. 18 refers to rooms without a ceiling. The SPF is the spray polyurethane foam on the underside of the roof deck. It is required to be painted with intumescent paint. The color is white.

Sheet A6.1 Finish no. 17 has been added to 006b Men's Lockers and 007a Women's Toilet to indicate ceiling finish over showers

ITEM 17. PARTITIONS (Clarification)

Partition Types are located on Sheet A5.0.

All 'B' wall types are generally 3-5/8" mtl stud walls. Some wall that require more space i.e. plumbing will be larger. The exterior mtl stud wall on the Main Floor is to be 6" mtl studs.

The shafts are 1hr rated and would require either gyp on mtl stud wall or shaftwall. GC choice as long as it meets the 1 hr rating requirement.

ITEM 18. WALL TYPES (Clarification)

All wall types not indicated otherwise on Sheets A2.0 and A2.1 shall be type 'D'.

See Partition Note #15 on Sheet A5.0

ITEM 19. CORNER GUARD (Clarification)

Section 10 26 00 Corner Guard – specifies a vinyl corner guard. The Polycarbonate indicated on the Finish Schedule A6.1 is incorrect.

ITEM 20. HOLDING AREA (Clarification)

This building is not required to comply or regulated by the Texas Commission on Jail Standards.

A Dbl 2x12 Fire Treated header will be required above the Holding Area sliding doors to mount the units track.

A 6-gauge (Heavy Duty) wire mesh is required at the holding area.

The Holding Areas do not have a ceiling. The underside of the metal floor deck above is to be painted.

ITEM 21. EVIDENCE AREA (Clarification)

A 10-gauge (Standard Duty) wire mesh is required at the evidence area.

ITEM 22. FINISHES (Clarification)

All walls in rooms 035 and 037 are to receive carpet to the ceiling. Install the same Patcraft carpet that is being install on the floors.

ITEM 23. MILLWORK (JUDGES BENCH) (Clarification)

The Judges bench is indicated on Sheet A7.2 to be framed with 2x wood. This item is considered a piece of millwork and exempt from the fire treated requirement. The counters for Witness, Judge and Clerk are of plastic laminate on plywood or mdf. The finished wood panels are of oak veneer multicore. The wood trim, base and cap is solid oak.

ITEM 24. ROOF INSULATION (Revision)

R-10 Rigid Insulation is required on top of the roof deck.

R-20 Spray Foam is required on the underside of the deck as shown on A4.0, 4.3, 4.4 and 4/A6.3
A4.1 has been revised to indicate R-20.
Provide base bid for insulation system as indicated in the bid documents. You may qualify your bid to provide R-30 rigid insulation on the roof deck and not install the Polyurethane Spray Foam on the underside as indicated.

ITEM 25. WEATHER BARRIER

Section 07 25 00 Weather Barrier has been added to the specifications by this Addendum. Tyvek or equal is specified to be applied to the exterior sheathing prior to installation of the lath and stucco.

ITEM 26. CANOPY/AWNINGS (Alternate Approval)

'Mapes' is an approved equal to 'Masa'. The 12" 'Industrial' extruded profile with a space between the roof and soffit to install recessed can lighting.
The canopy and awning material is Aluminum. The rods, turnbuckles and wall attachment eye and plate are galvanized steel.

ITEM 27. WINDOW COVERINGS (Clarification)

The window coverings are not in the scope of this contract. They will be procured and installed by Owner.

ITEM 28. BULLET RESISTANT STAINLESS STEEL TRANSACTION WINDOW (Clarification)

Window Type 'E' as shown on Sheets A2.0 and indicated on 3/A6.0 Window Types and detailed on 21/A7.0 and 19/A7.1 is a Bullet-resistant stainless steel transaction window. There are a total of three on the Main Floor.

Section 08 56 68 Bullet-Resistant Stainless Steel Transaction Window

Sheet A6.0 – Door Schedule has been revised to indicate Window Type 'E' is not H.M. The specification for this window is stainless steel.

ITEM 29. HARDWARE (Clarification)

Specific hardware selections will be addressed in Addendum 3.

The electric door strikes are part of this contract. A cut sheet has been attached as an example of type and style. The strikes in the Booking Area doors are the high security style. Door strikes will be connected to prox card readers (provided by Owner) and Dispatch stations.

ITEM 30. SALLY PORT PEMB (Clarification)

The building is insulated with vinyl faced insulation. No painting of exterior walls is needed. The ESU wall are to be painted.

Section 07 21 15 Batt Insulation Materials 2.2.A.2 White Poly. 2.2.A.5.b. R19

Section 13 34 19 Metal Building Systems 2.2.F. 6 inches thick, R-19.

Red Dot Buildings is an approved equal.

ITEM 31. TELECOMMUNICATION NETWORK (Clarification)

The Telecommunication equipment installation is to be under separate contract with the Owner.

The Contractor's Base Bid is to include the rough-in work (junction boxes, conduits with pull string, cable tray system).

The Cable Tray system is the ladder-type.

ITEM 32. ACCESS CONTROL SYSTEMS (Clarification)

No door buzzers are being used on this project. They have been replaced with a phone system that calls the Dispatch office. The dispatch office will activate the release for the lock from their desk.

The wall mounted phones (NIC) at the door entries have the ability to call Dispatch. Box and conduit to be provided and installed under this contract.

ITEM 33. NETWORKING (Clarification)

All communications racks and equipment are not included in the scope of this contract except for the cable trays and grounding system.

All network switches and UPS equipment is not in the scope of this contract.

ITEM 34. AV/SECURITY (Clarification)

The cameras in the interview rooms are part of a closed system. They do not tie into the main CCTV system.

The Security System will be controlled by equipment in the Data Room. Monitoring of the security system will be network connected to multiple locations.

The cameras and recording devices are under a separate contract directly with the City.

All exterior cameras are not in the scope of this contract. The conduit with pull string to each location is part of this contract.

ITEM 35. PLUMBING (Clarification)

Cut sheet for existing holding cell toilet attached.

Sally Port plumbing water service rough-in requirements (Base Bid)

The water service line into the Sally Port building to service the Hose Bibs should be provided into the slab and terminated in such a way as to protect the future connection, prevent water from leaking and freezing in the pipe. Provide a cutoff valve in the main building for the line extending to the Sally Port. Provide an in slab valve box at the termination point for future access.

ITEM 36. GAS SERVICE (Clarification)

The natural gas service line and associated costs are to be included in the Base Bid. The approx. 140 LF of gas service line must be installed by a Contractor approved by Atmos Energy. It is anticipated that the cost of this portion of work will be less than \$7000.

ITEM 37. REVISED DRAWINGS

Sheet A2.1 – walls at Mech/Janitor 032 hatched to indicate termination at floor deck above.

END OF ADDENDUM



September 15, 2016



ARCHITECTS

September 19, 2016

Project: City of Marble Falls Public Safety Building

RE: Addendum 3

In the interest of the City of Marble Falls and all interested bidders (to include sub-contractors), the following revisions are made to the Contract Documents:

ITEM 1. SUB-BIDS (Clarification)

'The requirement to turn in Sub Bids at the time of Bids has been extended to 24hrs after Bid Opening. Sub Bids shall be provided for all major Sub Contractors.' (Addendum 2)

This does not mean in any way that a TOTAL and complete bid is not due on bid day. Only that the individual 'amount' of the Sub-Bids is to be disclosed to the Owner along with the names of the Sub-Contractors within 24 hrs by EMAIL to plans@hsbarchitect.com. See attached Sub-Contractor Bid Report Form.

ITEM 2. PAVING (Clarification)

Concrete approaches shall be installed 20' from back of curb toward parking areas. Remainder to be asphalt. Concrete paving to be in accordance with recommendations in Soil Report.

ITEM 3. DUMPSTER (Clarification)

Dumpster approach and pad shall be 6 inch thick concrete (4000psi air entrained) installed on base recommended in Soil Report. See attached Dumpster pad detail. No CMU wall around dumpster pad is to be included in this scope.

ITEM 4. TRANSFORMER PAD (Clarification)

Transformer Pad shall be in accordance with attached PEC pad requirements. Pad to be concrete (4000psi air entrained). See attached detail.

ITEM 5. GENERATOR PAD (Clarification)

Generator Pad shall be 6 inch thick concrete (4000psi air entrained). See attached Dumpster pad detail. No CMU wall around Generator pad is to be included in this scope.

ITEM 6. FUEL TANK PAD (Clarification)

Fuel Tank Pad shall be 6 inch thick concrete (4000psi air entrained). See attached Dumpster pad detail. No CMU wall around Fuel Tank pad is to be included in this scope.

ITEM 7. FRENCH DRAIN SYSTEM (Clarification)

The French Drain System around the perimeter of the building is to follow the footings/pier perimeter.

ITEM 8. ACCESS FLOOR HATCH 08 31 00 (Clarification)

Section 08 31 00 Access Floor Hatch – This section outlines requirements for the floor access hatch from the Lower Level Janitor/Mechanical Room to the service area below the building.

(Clarification)

Sheet S402 details 1 and 2. The hatch should be a standard size no smaller than 30"x30".

P.O. Box 4367
Horseshoe Bay, TX 78657

Phone (830) 598-1082
rgill@raygilljr.com

ITEM 9. PARTITIONS (Clarification)

Partition Types are located on Sheet A5.0.

All 'B' wall types are generally 3-5/8" mtl stud walls. Some wall that require more space i.e. plumbing will be larger. The exterior mtl stud wall on the Main Floor is to be 6" mtl studs.

The shafts are 1hr rated and would require either gyp on mtl stud wall or shaftwall. GC choice as long as it meets the 1 hr rating requirement.

(Clarification)

A 1hr shaftwall system will be the only method approved by testing agencies for the shafts in the building.

ITEM 10. HOLDING AREA (Clarification)

A 6-gauge (Heavy Duty) wire mesh is required at the holding area for sliding doors.

(Clarification)

The mesh that the sliding door manufacturer listed in the specification uses is acceptable.

ITEM 11. LAMINATE CABINETS (Revision)

Laminate cabinets using color per A6.1 Finish Schedule.

ITEM 12. MILLWORK (JUDGES BENCH) (Clarification)

The Judges bench is indicated on Sheet A7.2 to be framed with 2x wood. This item is considered a piece of millwork and exempt from the fire treated requirement. The counters for Witness, Judge and Clerk are of plastic laminate on plywood or mdf. The finished wood panels are of oak veneer multicore. The wood trim, base and cap is solid oak.

(Clarification)

Granite Front panel is to be provided by Owner.

ITEM 13. CANOPY/AWNINGS (Alternate Approval)

'Mapes' is an approved equal to 'Masa'. The 12" 'Industrial' extruded profile with a space between the roof and soffit to install recessed can lighting.

The canopy and awning material is Aluminum. The rods, turnbuckles and wall attachment eye and plate are galvanized steel.

(Clarification building mounted – not parking structures)

It is Contractor Option to fabricate steel canopies and provide powder coat finish as an alternate to the aluminum manufacture type. The drawings have steel sizes indicated. The building structure has been designed to allow for the weight of the steel on the structure.

ITEM 14. HARDWARE (Clarification)

See attached cut sheets.

ITEM 15 PARKING CANOPY PIERS (Clarification)

The piers for the parking canopies are indicated on Sheet A1.6alt. The pier design is in 6/S402

ITEM 16 Plumbing (Clarification)

Sheet P1.1 base has been updated. No changes to plumbing.

Sheet P1.2 base has been aligned with plumbing shown on background. No change to plumbing.

ITEM 17 Piers (Clarification)

Straight Shaft Piers of the diameter shown on the plans are correct.

ITEM 18 SUB-GRADE/GRADE BEAM (Clarification)

The Structural drawings indicate the depth of the grade beams. The Architectural sections were drawn with a grade beam depth of 36". The final design of the grade beams is 30" (see structural).

ITEM 19 FINISH COAT ON PLASTER (Clarification)

Section 09 24 00 2.2 Materials B.5 require the stucco to receive a premixed finish coat such as Dryvit or STO.

ITEM 20 ELASTOMERIC COATING (Clarification)

The Elastomeric coating is to waterproof locations and transitions that cannot otherwise be sealed. Provide manufacturers maximum warranty available.

ITEM 21 PARAPET (Revision)

Sheets A4.0, A4.3 and 8/A6.3 indicate the standard parapet as shown on the elevations.

ITEM 22 PARAPET SUPPORTS (Clarification)

C6x8.2 Structural members extend above the wide flange to support the parapet walls. See Arch Wall Sections and Structural Drawings 6/S502 for example.

ITEM 23 CEILING TILES (Revision)

2X2X3/4 Fine Fissured White at locations indicated on Reflected Ceiling Plans.

2X4X3/4 Fine Fissured White at locations indicated on Reflected Ceiling Plans.

ITEM 24 SEALED CONCRETE – HIGH PERFORMANCE (Clarification)

The Janitor/Mechanical, Booking and Holding Rooms are sealed concrete. The Sally Port (all rooms) are to be High Performance Floor Coating as outlined in 09 96 00 Part 1 Summary 1.1.A.

ITEM 25 GENERATOR (Clarification)

The Generator and transfer switch is not included in the scope of this project.

ITEM 26 FRP (Clarification)

Section 09 77 33 Sanitary Wall Panels are to be installed in the corner at all 3 janitor sink locations and on the walls of the Holding Area.

ITEM 27 IRRIGATION (Clarification)

Section 32 84 00 Landscape Irrigation spec Part 1 – General 1.01 Description A. Irrigation in all areas indicated as SOD and provide in-ground hose connections at locations indicated on Sheet A1.2.

ITEM 28 GRADING (Clarification)

Grading cuts are required to maintain OSHA required slopes to prevent injury in the event of cave-in. The slope shall be a min. of 1.5 to 1.

ITEM 29. REVISED DRAWINGS (Revision)

Sheet A0.0 has been revised to correct the Index to Drawings

Sheets A4.0, A4.3, A6.3 revisions as noted above

Sheet A6.1 Finish Schedule revisions

Supplemental Structural Footing drawings (2)

Previously listed sheets include the following:

Sheet A4.9 does not exist and is not part of this bid set.

Sheet A6.5 listed on the index to drawings is sheet A6.5alt

Sheet M-1.3 Crawl Space Ventilation is Sheet MEP-5.0

Sheet E-2.3 HVAC Electrical Roof Plan is sheet MEP-4.0

Sheet E-2.3alt was listed on the index as E-2.4alt.

Sheet E-2.4 Main Floor Special Systems was listed as Sheet E-2.5 on the Index to Drawings on Sheet A0.0

Sheet E-2.5 Lower Floor Special Systems was listed as Sheet E-2.6 on the Index to Drawings on Sheet A0.0

END OF ADDENDUM



September 19, 2016

10AM 21-Sep-16

Company Name	Base Bid	Alt 1	Alt 2	Alt 3	Total Bid with all Alternates	Voluntary Alternates	Drilled Piers LF ADD (24")	Drilled Piers LF Deduct (24")	Drilled Piers LF ADD (42")	Drilled Piers LF Deduct (42")
STR Constructors LTD	\$3,725,000.00	\$153,000.00	\$94,000.00		\$3,972,000.00		Not Received	Not Received		
O'Haver Contractors LTD	\$3,800,000.00	\$149,000.00	\$47,000.00	\$55,000.00	\$4,051,000.00		\$42.76	\$12.00		
Journeyman Constrution	\$3,867,735.00	\$134,900.00	\$30,000.00	\$28,000.00	\$4,060,635.00	(\$31,000.00)	\$75.00	\$23.50		
D L Bandy Constructors	\$3,964,000.00	\$153,000.00	\$35,000.00	\$34,000.00	\$4,186,000.00		\$160.00	\$100.00		
Lott Brothers Construction Company, Ltd	\$3,925,000.00	\$177,000.00	\$48,000.00	\$43,000.00	\$4,193,000.00		\$85.00	\$13.00	\$196.00	\$48.00
Chaney-Cox Construction Inc.	\$4,275,000.00	\$175,000.00	\$37,000.00	\$34,000.00	\$4,521,000.00		\$90.00	\$13.00	\$205.00	\$48.00

Company Name	Drilled Piers LF ADD (48")	Drilled Piers LF Deduct (48")	Drilled Piers LF ADD (60")	Drilled Piers LF Deduct (60")	Drilled Piers LF ADD (72")	Drilled Piers LF Deduct (72")	Unit Price Over excavation CY ADD	Unit Price Over excavation CY Deduct	Placement of Engineered Fill CY ADD
STR Constructors LTD							\$20.33	\$8.00	\$42.00
O'Haver Contractors LTD							\$13.06	\$0.00	\$52.79
Journeyman Constrution							\$20.90	\$0.00	\$42.90
D L Bandy Constructors							\$25.00	\$0.00	\$45.00
Lott Brothers Construction Company, Ltd	\$243.00	\$64.00	\$343.00	\$97.00	\$433.00	\$137.00	\$13.00	\$5.00	\$52.50
Chaney-Cox Construction Inc.	\$254.00	\$64.00	\$360.00	\$97.00	\$454.00	\$137.00	\$15.00	\$12.00	\$58.00

Company Name	Placement of Engineered Fill CY Deduct	Curb and Gutter beyond Scope LF ADD	Curb and Gutter beyond Scope LF Deduct	Asphalt Paving beyond scope SY ADD	Asphalt Paving beyond scope SY Deduct	Addendum 1 Acknowledged (Y/N)	Addendum 2 Acknowledged (Y/N)	Addendum 3 Acknowledged (Y/N)	Bid Amount Weighting Factor 55%	Experience Weighting Factor 15%
STR Constructors LTD	\$15.00	\$15.00	\$6.00	\$45.00	\$25.00	Y	Y	Y	55%	15%
O'Haver Contractors LTD	\$0.00	\$19.69	\$0.00	\$14.81	\$0.00	Y	Y	Y	54%	15%
Journeyman Constrution	\$0.00	\$17.00	\$9.50	\$44.00	\$31.00	Y	Y	Y	53%	15%
D L Bandy Constructors	\$0.00	\$20.00	\$10.00	\$47.00	\$0.00	Y	Y	Y	52%	10%
Lott Brothers Construction Company, Ltd	\$5.00	\$15.00	\$5.00	\$15.00	\$5.00	Y	Y	Y	51%	15%
Chaney-Cox Construction Inc.	\$50.00	\$20.00	\$18.00	\$17.00	\$14.00	Y	Y	Y	50%	10

Company Name	Year in business	Number of similar valued projects	Number of similar type projects	Key Personnel Weighting Factor 15%	Total number of years experience	Current Project Total Value	Sub-Contractors Weighting Factor 15%	Mechanical Sub-Bid	Electrical Sub-Bid
STR Constructors LTD	1991	41	5	15%	42yrs, 21yrs, 20yrs	\$8,056,454 4 current projects 3 completing by DEC16		Aircraft \$218,515	Strong Electric \$297,000
O'Haver Contractors LTD	1996	32	3	15%	135yrs between 13 staff	\$10,404,327 2 current projects 1 completing before NOV16		Aircraft \$218,000	Strong Electric \$297,000
Journeyman Constrution	1996	79	6	15%	75yrs between 4 staff	\$112,658,655 6 current projects 1 completing by DEC16		Aircraft \$218,515	Strong Electric \$297,700
D L Bandy Constructors	1989	9	0	15%	102yrs between 4 staff	\$24,941,800 5 curent projects 4 completed by NOV16		Not Reported	Not Reported
Lott Brothers Construction Company, Ltd	1988	71	4	15%	157yrs between 6 staff	\$84,966,738 7 current projects 3 completed by NOV16		FOX & Hearn \$300,000	Strong Electric \$297,700
Chaney-Cox Construction Inc.	1984	5+	0		85yrs between 3 staff			Not Reported	Not Reported

Company Name	Plumbing Sub-Bid	Earthwork/ Site Sub	Estimated Completion Date	Litigation
STR Constructors LTD	Capital Plumbing & Repair \$153,738	JR Schneider \$294,000	270 days from NTP	0
O'Haver Contractors LTD	Consolidated Services \$175,000	Champion \$304,000	7-Sep-17	0
Journeyman Constrution	Consolidated Mechanical \$134,900	D2 Excavation \$295,000	300 days from NTP	0
D L Bandy Constructors	Not Reported	Not Reported	320 days from NTP	0
Lott Brothers Construction Company, Ltd	Fox & Hearn \$192,800	Ross Construction \$437,377	12-Oct-17	1 potential
Chaney-Cox Construction Inc.	Not Reported	Not Reported	10 Months from NTP	0



October 13, 2016

City of Marble Falls
800 Third Street
Marble Falls, TX 78654

Re: Marble Falls Public Safety Building – Accepted Value Engineering Summary
(Attachment 1 to Contract)

Attn: Mike Hodge, City Manager, Mayor and Marble Falls City Council

The following Value Engineering items have been reviewed by R. Gill & Associates and found to be in the City of Marble Falls best interest as described below:

- | | |
|---|---------------|
| 1. City to provide a dump site for excavated material within 2.1 miles of jobsite | (\$17,600.00) |
| 2. Earthwork Contractor change | (\$24,982.00) |
| 3. Delete Sallyport foundation & slab, extend base and asphalt | (\$47,910.00) |
| 4. Change roof insulation to R-30. Delete spray foam under roof deck | (\$ 9,884.00) |
| 5. Change water piping from copper to PEX | (\$14,000.00) |
| 6. Electrical Fixture credit (supplier provided reduced price) | (\$ 5,500.00) |
| 7. Change to aluminum Electrical Service Conductors 1/0 and larger | (\$ 1,500.00) |
| 8. Change to MC Cabling where allowed by IBC/NEC (codes) | (\$ 5,000.00) |
| 9. Reduce elevator capacity from 3500# to 2500# | (\$ 4,328.00) |
| 10. Delete protection pads, modify elev. cab lighting, cab finish, frames, doors | (\$ 4,660.00) |
| 11. Revise Fire Alarm to meet minimum code requirements | (\$ 6,700.00) |
| 12. Change ornamental fence supplier | (\$ 8,468.00) |
| 13. Delete bottom and mid chain link fence rails | (\$ 3,390.00) |
| 14. Wall insulation credit | (\$ 2,200.00) |
| 15. Wire mesh size change from 1.25x1.25 to 1.5x1.5 | (\$ 6,200.00) |
| 16. Change roofing vendor | (\$ 4,338.00) |
| 17. Roof material change from EPDM to TPO | (\$ 8,500.00) |

**City of Marble Falls Public Safety Building – VE Attachment
October 13, 2016**

18. Delete 6" gravel below building in crawl space	(\$12,870.00)
19. HVAC Contractor change	(\$27,041.00)
20. Change Elevator and Stairwell walls from CMU to metal stud framing and drywall (\$ 6,335.00)	
21. Landscape Contractor change	(\$ 1,790.00)
22. Landscape change to reduce top soil from 4" to 2" under sod	(\$ 1,580.00)
23. Credit for City Supplied Granite panel at Judges Bench	(\$ 2,540.00)
24. Foundation and Pier revision	<u>(\$24,050.00)</u>

TOTAL RECOMMENDED VALUE ENGINEERING ITEMS (\$251,366.00)

The value of savings outlined above hereby modifies the Contractor's official submitted total from \$3,725,000 to a revised total proposal of \$3,473,634.00.

Texas Board of Architectural Examiners, 333 Guadalupe Suite 2-350, Austin, Texas 78701 telephone (512) 305-9000 who has jurisdiction over individuals licensed under the Architects' Registration Law. Texas Civil Statutes, Article 249a.

**00 52 00 CONTRACT AGREEMENT
AND
01 78 33 BONDS**

AGREEMENT FOR CONSTRUCTION CONTRACT

This Agreement for Construction Contract ("Agreement") is dated for reference this _____ day of _____ 2016,

between the Owner:

City of Marble Falls
800 Third Street
Marble Falls, Texas 78654

and the Contractor:

STR CONSTRUCTORS, LTD.
15500 Hwy 29W
Liberty Hill, Texas 78642

for the following Project: MARBLE FALLS PUBLIC SAFETY BUILDING

WITNESSETH:

Article 1. Statement of Work. Contractor shall furnish all materials, supplies, labor, services and equipment required for the following-described Work of construction for the following Project:

A TWO STORY OFFICE STRUCTURE WITH A DETACHED SALLY PORT WITH STORAGE. THE SITE IS SLOPING TO THE WEST (REAR) WITH THE MAIN FLOOR ON THE UPPER STREET LEVEL FACING AVE. N. THE TOTAL AREA OF THE MAIN BUILDING IS +/- 13,000 S.F. THE STRUCTURE IS CONSTRUCTED USING CONCRETE PIERS, GRADE BEAMS, PRECAST PLANK (LOWER LEVEL FLOOR) INSULATED CONCRETE FORM (ICF) LOWER LEVEL WALLS, STEEL FRAME AND MAIN FLOOR STRUCTURE WITH CONCRETE ON METAL DECK FLOOR SYSTEM. STEEL FRAME WITH BAR JOIST AND SINGLE PLY MEMBRANE ROOF. MAIN FLOOR EXTERIOR WALLS TO BE METAL STUDS. EXTERIOR FINISH OF ALL BUILDINGS TO STUCCO WITH CULTURED STONE FAÇADE ON EAST FACING MAIN ENTRY UPPER LEVEL.

Such Work is described in more particular detail in the other Contract Documents incorporated in this Agreement.

Article 2, Contract Documents. This Agreement includes Owner's General Conditions of the Contract for Construction, which is incorporated herein for all purposes, and the Contract Documents as defined therein.

Article 3. Contract Time. Contractor will commence the Work within 10 days after Owner issues a

CONTRACT

00 52 00-1

Notice to Proceed and will substantially complete the Work within 270 consecutive calendar days thereafter ("Substantial Completion Date"), Contractor will finally complete the Work no later than 30 days thereafter, unless a different time for Final Completion is specified by Architect/Engineer in the Certificate of Substantial Completion.

Contractor shall not commence the Work until Contractor has provided Owner with (i) a Certificate of Insurance showing that the required insurance coverage is in place, (ii) the required Payment and Performance Bonds, and (iii) Contractor's Safety Plan, and Owner has approved the insurance and bonds. Any approval process is for the benefit of Owner only, and does not relieve the Contractor from its obligation to comply with the requirements of the Contract Documents.

Article 4. Contract Amount. For performance of the Work, Owner will pay to Contractor a Contract Amount of \$3,482,634.00 computed as shown in the following Pricing Schedule, but subject to adjustment as provided in the Contract Documents:

Pricing Schedule

Base Bid:	\$3,725,000.00 including Addendums 1, 2 and 3
Value Engineering DEDUCT (\$ 242,366.00) See Value Engineering Summary (Attachment 1)	
Total Revised Base Bid	\$3,482,634.00

Three Million Four Hundred Eighty Two Thousand Six Hundred Thirty Four Dollars.

Article 5. Payments. Owner will make payments to the Contractor in accordance with the provisions set out in the General Conditions. Retainage shall be withheld by Owner as provided in the General Conditions,

Article 6. Bonds and Insurance. Contractor is required to provide Payment and Performance Bonds and Insurance prior to commencing Work, in accordance with the requirements set out in the General Conditions.

Article 7. Other Obligations. Contractor will comply with all requirements set forth in the other Contract Documents.

Article 8. Liquidated Damages. Liquidated damages in the amount of \$500.00 per day shall accrue for each and every calendar day of unexcused delay in achieving Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required to, withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

As provided in the Solicitation Documents, Contractor had a period of 10 days from the date Contractor was notified of the award of Contract to execute the Contract, and 10 days after the date the Contract was signed by Contractor in which to provide the insurance, bonds and safety plan required by the Contract Documents. If Contractor failed to sign the Contract within the 10 day time period, and/or to submit any of the required documentation within the 10 day time period, then Owner has the right to treat each day beyond the 10 day deadline in which the Contract was unsigned, and/or each day beyond the

4017
October 13, 2016

PUBLIC SAFETY BUILDING
MARBLE FALLS, TX

10 day deadline in which one or more of the required documents had not been submitted, as a day of unexcused delay under the Contract.

Article 9. Notice, All notices required to be given under the Contract must be in writing. Any notice required or permitted to be given under the Contract shall be deemed delivered four days after it is deposited in the U. S. Mail, when sent by certified mail, return receipt requested, postage prepaid, correctly addressed to the party as set forth below with a copy sent to such party by facsimile on the date of deposit into the mail.

City of Marble Falls
Attn: Mike Hodge, City Manager
800 Third Street
Marble Falls, Texas 78654
Telephone: 830-798-7051

With copy to Architect:
Attn: Ray Gill/R. Gill Architects
P.O, Box 4367
Horseshoe Bay, Texas 78657
Telephone: (830) 598-1082

Contractor:
T. R. Kennedy, President
STR CONSTRUCTORS, LTD.
15500 Hwy 29W
Liberty Hill, Texas 78642

Notice given in any other manner will be deemed delivered if and when actually received. Either party may change its address for notice by providing notice to the other party as provided herein. Such change of address will be effective 14 days after it is delivered.

Article 10. Contractor shall comply with the prevailing wage rate requirements set forth in Chapter 2258 of the Texas Government Code, and shall require subcontractors to comply with the applicable provisions of said law. Contractor and each subcontractor shall pay not less than the prevailing wage rates as set out in the General Conditions.

Article 11. Pursuant to Section 406.096 of the Texas Labor Code, by execution of the Contract, Contractor certifies to Owner that it has Worker's Compensation Insurance coverage for each employee of the Contractor employed on this Project. Contractor shall obtain from each subcontractor a certificate which certifies that the subcontractor has Worker's Compensation insurance coverage for each employee of the subcontractor employed on this Project and shall promptly provide Owner with all such certificates.

Executed to be effective as of the date set forth above, which shall be filled in by Owner at the time it executes this Contract.

CONTRACT AGREEMENT

00 52 00-3

4017
October 13, 2016

PUBLIC SAFETY BUILDING
MARBLE FALLS, TX

CITY OF MARBLE FALLS:

John Packer, Mayor

Attest:

Christina McDonald, City Secretary

CONTRACTOR:

STR Constructors, LTD.
T. R. Kennedy
President

CONTRACT AGREEMENT

00 52 00-4

Public Safety Building Budget

Category	Items	Equipment	Installation	Total Estimated	Total Actual
Building	Building (Foundation, plumbing, electrical, etc.)			\$3,590,000.00	
Building	Data/Phone System Cabling				
Building	Sally Port				
Building	HVAC				
Building	Fire Alarm				
Building	Holding Cells and Evidence Partitions				
Building	Judges Bench and Jury area				
Total				\$4,544,725.00	\$0.00

Subtotal \$3,590,000.00 \$0.00

Total \$3,590,000.00 \$0.00

Public Safety Facility Budget Sheet

Estimated Cost

	Ave N Location	Notes
Architectural Fees	\$ 240,000	
Geotech	\$ 5,555	
Civil & Survey	\$ 56,000	
Construction Testing	\$ 30,000	
Building Construction Cost	\$ 3,482,634	doesn't include sally port or covered parking
Equipment	\$ 736,925	
Furniture	\$ 217,800	
FFE/Moving Expenses	\$ 954,725	
Subtotal Construction	\$ 4,437,359	
Total Project Cost	\$ 4,768,914	total project cost \$366 per sq. foot

2014 Bond Proceeds	(3,000,000)
Sale of Existing PD tracts	(600,000)
CAPCOG Radio Digi Reimbur	(170,000)

Funding Gap \$ **1,168,914**

Public Safety Facility Resume Background Check

Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Percent Complete	Scheduled Completion Date
Waco Fire Station #1	City of Waco	Vince Tobola (254) 750-8066	Brown Reynolds Watford Architects	Charles Brant (979) 694-1791	\$ 2,909,122	100%	October 2008

- Confirm S.T.R. Constructors, LTD performed work on project as general contractor.
 Yes No Date: None given

- How would you rate your overall satisfaction with S.T.R. Constructors, LTD overall performance?
 Excellent Good Fair Poor Would work with them again.

- Did any issues arise during project, and if so, were issues resolved satisfactorily for entity? No.

- Did any change order occur? Were they handled satisfactorily? Yes, change orders did occur. They were handled to their satisfaction and the price was always fair.

- Did they work with you well on finding cost efficient ways to reduce the initial costs of your project? They were not asked to. The city just told them what they wanted and let them build it.

- Was the project completed on time? Yes No Only stated that the project met the required time schedule.

Public Safety Facility Resume Background Check

Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Percent Complete	Scheduled Completion Date
Stone Hill Town Center Tracts 3B & 4B	NewQuest Properties	Patrick Carpenter (281) 477-4372	Osborn & Vane Architects	Jim Stuhmer (713) 781-5262	\$ 2,850,965	100%	October 2013

- Confirm S.T.R. Constructors, LTD performed work on project as general contractor.

Yes No

Date: _____

Did not return phone call.

- How would you rate your overall satisfaction with S.T.R. Constructors, LTD overall performance?

Excellent Good Fair Poor

- Did any issues arise during project, and if so, were issues resolved satisfactorily for entity?

What was/were issues?

- Did any change order occur? Were they handled satisfactorily?
- Did they work with you well on finding cost efficient ways to reduce the initial costs of your project?
- Was the project completed on time? Yes No

Public Safety Facility Resume Background Check

Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Percent Complete	Scheduled Completion Date
New Purchasing Warehouse – Phase 2	Travis County	Patrick D. Strittmatter (512) 854-9700 Roger L. Corey	DavCar Engineering	David Carroll (512) 328-4428	\$ 2,926,997	90%	November 2016

- Confirm S.T.R. Constructors, LTD performed work on project as general contractor.

Yes No

Date: Feb1-Oct 18

- How would you rate your overall satisfaction with S.T.R. Constructors, LTD overall performance?

Excellent Good Fair Poor Would work with them again. They also won the bid on phase 1 of this same project. Make sure to have weekly progress meetings and get them to provide a detailed timeline in the first couple of months.

- Did any issues arise during project, and if so, were issues resolved satisfactorily for entity? None
- Did any change order occur? Were they handled satisfactorily? Yes, they were very responsive and the pricing was fair.
- Did they work with you well on finding cost efficient ways to reduce the initial costs of your project? No value engineering requested, any offered was refused.
- Was the project completed on time? Yes No Projected finish date October 18th.

Public Safety Facility Resume Background Check

Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Percent Complete	Scheduled Completion Date
Meadowbrook Education & Training Facility	Housing Authority of the City of Austin	James Teasdale (512) 477-4488	LZT Architects, Inc.	R. Murray Legge (512) 343-6088	\$ 2,376,212	100%	October 2013

- Confirm S.T.R. Constructors, LTD performed work on project as general contractor.

Yes No

Date: Fall of 2012 start

- How would you rate your overall satisfaction with S.T.R. Constructors, LTD overall performance?

Excellent Good Fair Poor Above average. Between good and excellent. Would definitely work with them again.

- Did any issues arise during project, and if so, were issues resolved satisfactorily for entity? Some items were flawed in design but no fault of the construction company. They did pour a couple of piers out of place but not critically.
- Did any change order occur? Were they handled satisfactorily? Yes, but not as a result of the contractor's work. There were gas line no one knew about under the site that they found when excavating. Sometimes contractors will eat the cost of a change order but S.T.R. does not. They are very methodical in their work.
- Did they work with you well on finding cost efficient ways to reduce the initial costs of your project? Yes, they did a massive amount of value engineering and reduced the project cost by about \$100K,.
- Was the project completed on time? Yes No The project ran a few months over as a result of a city permitting problem. They did approve the extension since it was the city's fault and not the contractor's.

Public Safety Facility Resume Background Check

Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Percent Complete	Scheduled Completion Date
Fritz Park Renovations	City of Hutto	Mike Hemker (512) 759-4004	Half Associates / Peal & Associates	Brian Binkowski (512) 777-4600	\$ 2,677,194	9%	March 2016

- Confirm S.T.R. Constructors, LTD performed work on project as general contractor.

Yes No

Date: Mid April

- How would you rate your overall satisfaction with S.T.R. Constructors, LTD overall performance?

Excellent Good Fair Poor Decent to work with would probably work with them again.

- Did any issues arise during project, and if so, were issues resolved satisfactorily for entity? There is one subcontractor that they've had problems with and would not recommend. That is Ranger Excavation.

- Did any change order occur? Were they handled satisfactorily? No change orders to this point.

- Did they work with you well on finding cost efficient ways to reduce the initial costs of your project? City did their own value engineering after the bids were in and all of them were over budget. S.T.R. was still low bidder after several items were cut from the project.

- Was the project completed on time? Yes No It is on schedule for the predicted finish date.



**City of Marble Falls, Texas
Council Agenda Item Cover Memo
October 18, 2016**

**Agenda Item: Executive Session
Prepared By: Christina McDonald, City Secretary
Department: Administration
Submitted By: Christina McDonald, City Secretary**

AGENDA CAPTION

EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (*Private Consultation between the Council and its Attorney*), Pursuant to §551.087 (*Deliberation Regarding Economic Development Negotiations*), and Pursuant to §551.072 (*Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property*) of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the following:

- Discussion regarding economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.
- Consultation with City Attorney regarding authority of a municipality to sell treated effluent outside the city limit.

CERTIFICATION:

I hereby certify that I have reviewed the proposed topic for the Executive Session described herein and in my opinion, the Texas Open Meetings Act authorizes the Marble Falls City Council to meet in Executive Session and to deliberate regarding the subject matter contained in this cover memo.

Signed this _____ day of _____, 2016.

City Attorney