

CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: February 21, 2023

Agenda Item: IV

Subject/Proceeding: Village Fire Department Report

Exhibits: N/A

Approval(s): Gerardo Barrera, City Administrator

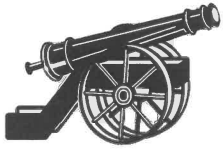
Executive Summary

This Month's Fire Commission Liaison Report will include the following items:

- A. Introduction of Interim Fire Chief Howard Miller
- B. Update on Activities

The City's Commissioner and the Interim Fire Chief will provide the Activities Report.

The Chief is working through the reporting process with the Commission and the Mayors; therefore, no reports are provided at this time.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023

Agenda Item: V

Subject/Proceeding: Police Commissioner's Report

Exhibits: Chief's Monthly Reports:
February 2023
- Fire Department Assists
- 2022 Burglary Map
- 2022 Auto Burglary Map
- ALPR Pin Maps
- ALPR Recoveries & List
- ALPR Hits/Reads By Camera & Graphs
- 2022 Total Incidents to Date
- Officer Committed Time Report to Date

Amendment - 2022 Budget

Recommended Employee Benefits Summary for 2022-2023
Historical Plan Rates 2015-2022

Approval(s): Gerardo Barrera, City Administrator
Karen Glynn, Acting City Secretary
Susan Grass, Finance Director

Executive Summary

The Police Commission Report will include the following items:

- A. Update on Activities
- B. Consideration and Possible Action to Approve a Budget Amendment as Recommended by the Police Commission for the 2022 Year End Budget
- C. Consideration and Possible Action Regarding Employee Insurance Coverage for the Time Period of April 1, 2023 through March 31, 2024, Contracting for Health, Vision, and Dental Insurance in Partnership with the Memorial Villages Police Department and the City of Piney Point Village, Texas

The Police Commissioner and Police Chief will present the Update on Activities.

Budget Amendment

A Budget Amendment has been requested by the Police Department for the 2022 Year End Budget as the Department prepares for the annual audit. The Amendment is attached which reconciles line items resulting in no overall effect to the 2022 Budget.

Annual Employee Benefits Contracts

All full time City employees are eligible for employee insurance benefits as part of their compensation package. Insurance coverage has been provided through the Memorial Villages Police Department and includes health, dental, vision, life, and disability insurance. The City of Piney Point also participates in this group. It is our understanding that Hunters Creek has inquired about participating as well.

The City Administration and Finance Director have been working with the Police Department Administration and Alliant (MVPD's consultant) on the annual process for health, vision, and dental for the next plan period which is April 1, 2023 through March 31, 2024. Ancillary insurance benefits are under a separate process and will continue under current terms for the next year.

Proposals were advertised and opened on January 17, 2023. As shared with the Police Commission at the February Meeting, this was a very difficult process for health insurance as there were several large claims for the group this past year.

Two providers submitted proposals for health insurance. This including United Health Care, the current provider, and Blue Cross Blue Shield who was the previous provider for the plan.

The proposal from United Health Care included a 49% increase and United Health Care would not negotiate.

Negotiations with Blue Cross Blue Shield resulted in two options:

- A. A 19% increase with minimal plan changes to coverage
- B. A 4.9% increase with increases to annual deductibles

Both options include a bundled package with dental and vision which includes an increase to dental and vision but is offset by the decrease to the health insurance.

Last year's increase for health insurance was 17% staying with United Health Care for a second year.

The Historical Plan Rates and the Historical Contributions are attached. This information shows the success of managing the health care rates by changing to an "HSA only" plan in 2015. As noted, there have been increases and decreases over the 8 years; however, overall, the increases have been manageable.

After review and analysis, the following was approved by the Commission at the February 13, 2023 Commission Meeting:

Health Insurance

Blue Cross Blue Shield Option B. The Commission also approved increasing the HSA contribution for employees to offset the increase in deductibles.

Dental and Vision

Blue Cross Blue Shield to provided and benefit from the bundled package.

Life/Disability Ancillary Insurance

Standard for the ancillary benefits – multi-year *contract continues into 2023 - 2024.*

Contributions to the HSA

Contributions to the HSA are proposed to help offset the increase in the annual deductible:

- Employee Only increase from \$1,500 to \$2,350.00
- Employee Plus Dependent(s) increase from \$2,700 to \$3,700.00
- Wellness remains at \$1500.00

The HSA contributions proposed will meet the IRS contributions allowed.

Staff recommends approval to continue employee insurance coverage with the Memorial Villages Police Department contracting with Blue Cross Blue Shield serving as the insurance carrier for health insurance, dental and vision insurance. In addition, staff recommends continued contributions to the HSA and approval of the increases to offset the increase in the annual deductible.



Memorial Villages Police Department
 11981 Memorial Drive
 Houston, Texas 77024
 Tel. (713) 365-3701

Raymond Schultz
 Chief of Police

February 13, 2023

TO: MVPD Police Commissioners
 FROM: R. Schultz, Chief of Police
 REF: January 2023 Monthly Report

During the month of January MVPD responded/handled a total of 4,130 calls/incidents. 2,646 House Watch checks were conducted. 696 traffic stops were initiated with 703 citations being issued for 1285 violations. (Note: 23 Assists in Hedwig, 93 in Houston, 0 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1356/1356	899/899	1	316/124/440	8@2:34
Piney Point:	1032/1032	611/611	4	383/114/497	5@2:31
Hunters Creek:	1573/1573	1130/1130	8	107/92/199	12@4:12
				Cites/Warn/Total	25@3:22

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	114	Ord. Violations:	24	Speeding:	188
Animal Calls:	37	Information:	26	Exp. Registration:	222
ALPR Hits:	81	Suspicious Situations	102	No Ins:	148
Assist Fire:	65	Loud Party	21	License	128
Assist EMS:	32	Welfare Checks:	10	Stop Sign	58
				Fake Plate	39

*This month the department generated a total of 72 police reports.
 BH-23 PP-24 HC-25 HOU-0, HED-0, SV-0*

Crimes Against of Persons (3)

Homicide	1
Assault	1
Assault (DV)	1

Crimes Against Property (25)

Burglary of a Motor Vehicle	3	Burglary of a Habitation	1
Theft	7	Fraud/ID	14

Petty/Quality of Life Crimes/Events (44)

ALPR Hits (valid)	3	Warrants	4
Accidents	13	DWI	4
Information Reports	12	Possession of DW	2
Possession of CS	1	Recovered Stolen Property	5

Arrest Summary: Individuals Arrested (11)

Warrants	4	Felony	1
Class 3 Arrests	2	DWI	4

Budget YTD:	Expense	Budget	%
• Personnel Expense:	418,095	5,698,141	7.3 %
• Operating Expense:	156,582	1,095,950	14.2%
• Total M&O Expenditures:	574,677	6,794,253	8.5%
• Capital Expenses:	8267	160,000	5.3%
• Net Expenses:	617,205	7,466,433	8.0%

Follow-up on Previous Month Items/Requests from Commission

- Department staff received additional information as requested from TMRS as to plan options. An information packet is being prepared for the finance committee.
- Discussions have been on-going with the department insurance broker as to proposed 2023/2024 health care coverage rates.

Personnel Changes/Issues/Updates

- TCO Hubertus resigned effective January 27, 2023. The department is fully staffed in all positions.
- Officer Taylor was moved to dayshift effective 1/16/23. This was due to Officer Alsalami completing the FTO program.
- Officer Williford submitted his resignation effective 2/4/2023. He will be entering the private sector.
- A second officer informed staff that he is a finalist for a Federal Law Enforcement position and that background investigators may be contacting the MVPD.

Major/Significant Events

- On 1/26/23 at 2230 Hours officers responded to the 300 block of Tamerlaine in reference to a disturbance. Upon arrival, the victim was waiting outside and began to walk towards the officers when the victim’s roommate exited the driveway in reverse driving at a high rate of speed. The vehicle then struck the victim who was in the street before speeding away. One officer began providing first aid while the other officer pursued the suspect. The suspect attempted to evade the officer before causing an accident at Broken Arrow and Gessner. The suspect was taken into custody and booked into the Harris County Jail on a charge of murder.
- Detectives utilized the ALPR system to assist in 2 auto burglaries this month. Suspect vehicles were identified as were the suspects. One suspect was arrested after an arrest warrant was obtained. The other case is pending a warrant.

Status Update on Major Projects

- Work was completed with the moving of dispatch equipment to the upstairs conference room. 911 lines have been installed along with CCTV System equipment. All dispatch is now operational from the conference room as of 1/31/2023. Demolition the existing area will begin 2/6/23.
- The new station wide radio dispatch speaker system has been installed and is operational.
- Plumbing and vent work was completed for the installation of a washer and dryer for the MVPD building.

V-LINC new registrations in January +37

BH – 1551(+15)
 PP – 1104 (+8)

HC – 1568 (+10)
 Out of Area – 556 (+4)

January VFD Assists

Calls received directly by MVPD via 911/3700

Priority Events Average Response Times

Total – 12 2:42

Fire – 3 3:20

EMS – 9 2:29

By Village

BH Fire – 1 3:31

BH EMS – 5 2:12

PP Fire – 0 0:00

PP EMS – 2 1:48

HC Fire -2 3:14

HC EMS -2 3:52

Combined VFD Events (Priority + Radio)

Total – 53 3:13

Fire – 39 3:25

EMS – 14 2:44

Radio Call Events

Total – 41 3:28

Fire- 5 3:40

EMS- 36 3:26

Radio Call Events by Village

BH – 11 3:40

PP – 11 4:25

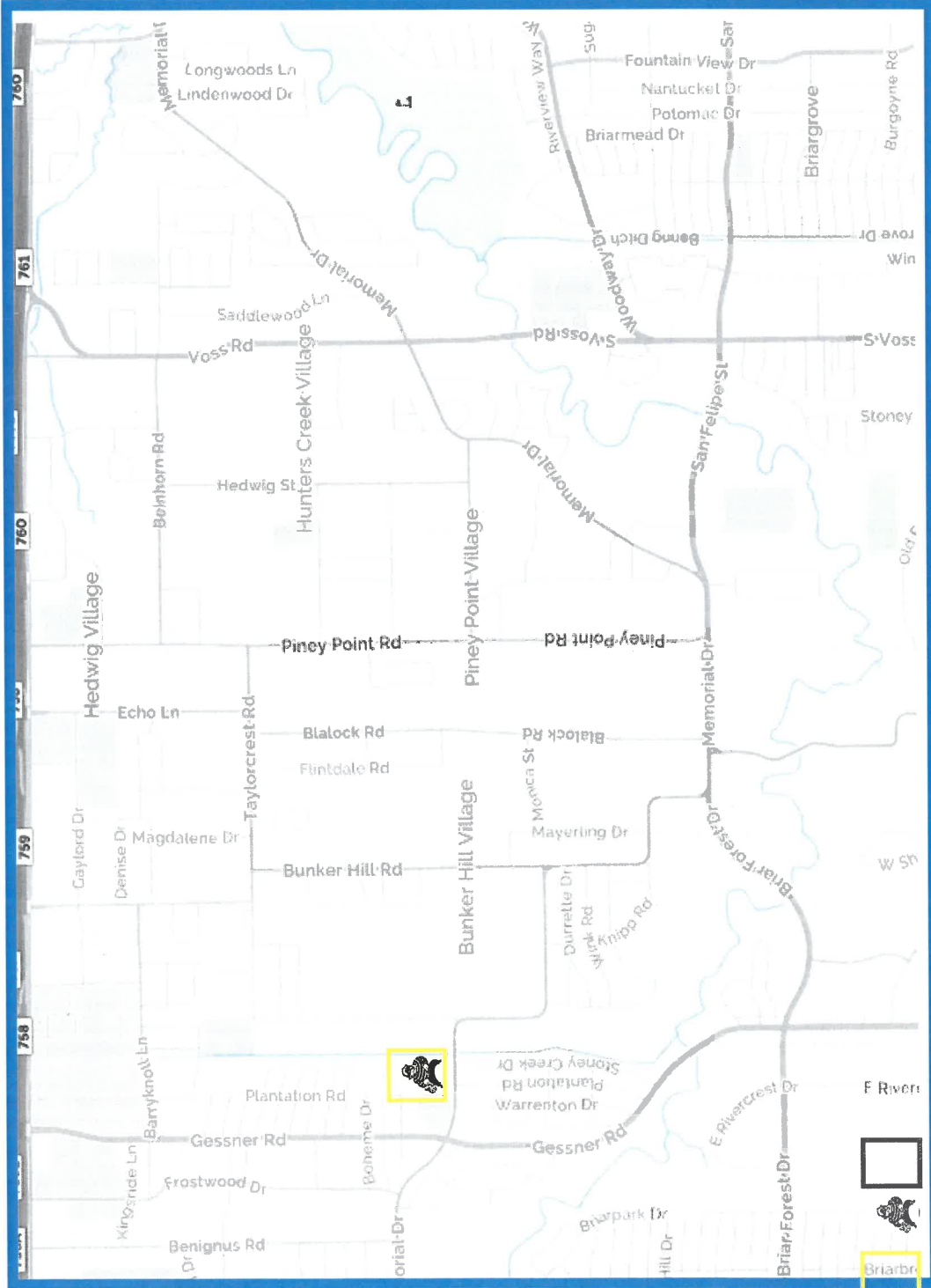
HC – 18 3:04

2023 Burglary Map

Address: 12102 Rhett
 Alarm: No
 POE: Rear Door/Force

2023 Robberies

Address: MO



Daytime Burglary



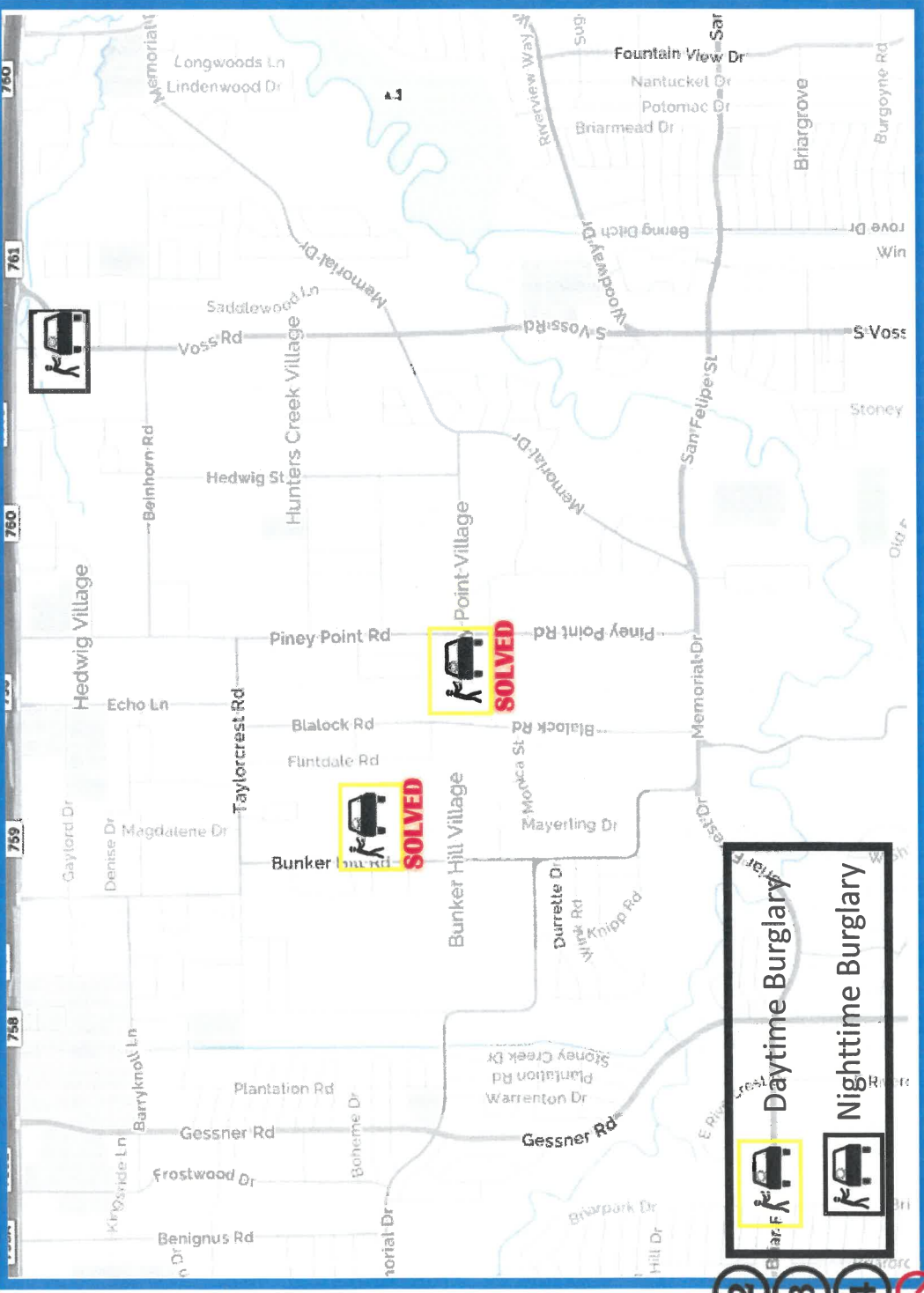
Nighttime Burglary



Robbery

2

1/31/23



2023 Auto Burglary Map

Address
 335 Piney Point Rd
 10810 Briar Branch
 11714 Winshire

POE
 UNL Win Open
 UNL
 Win/Smash

 Daytime Burglary
 Nighttime Burglary

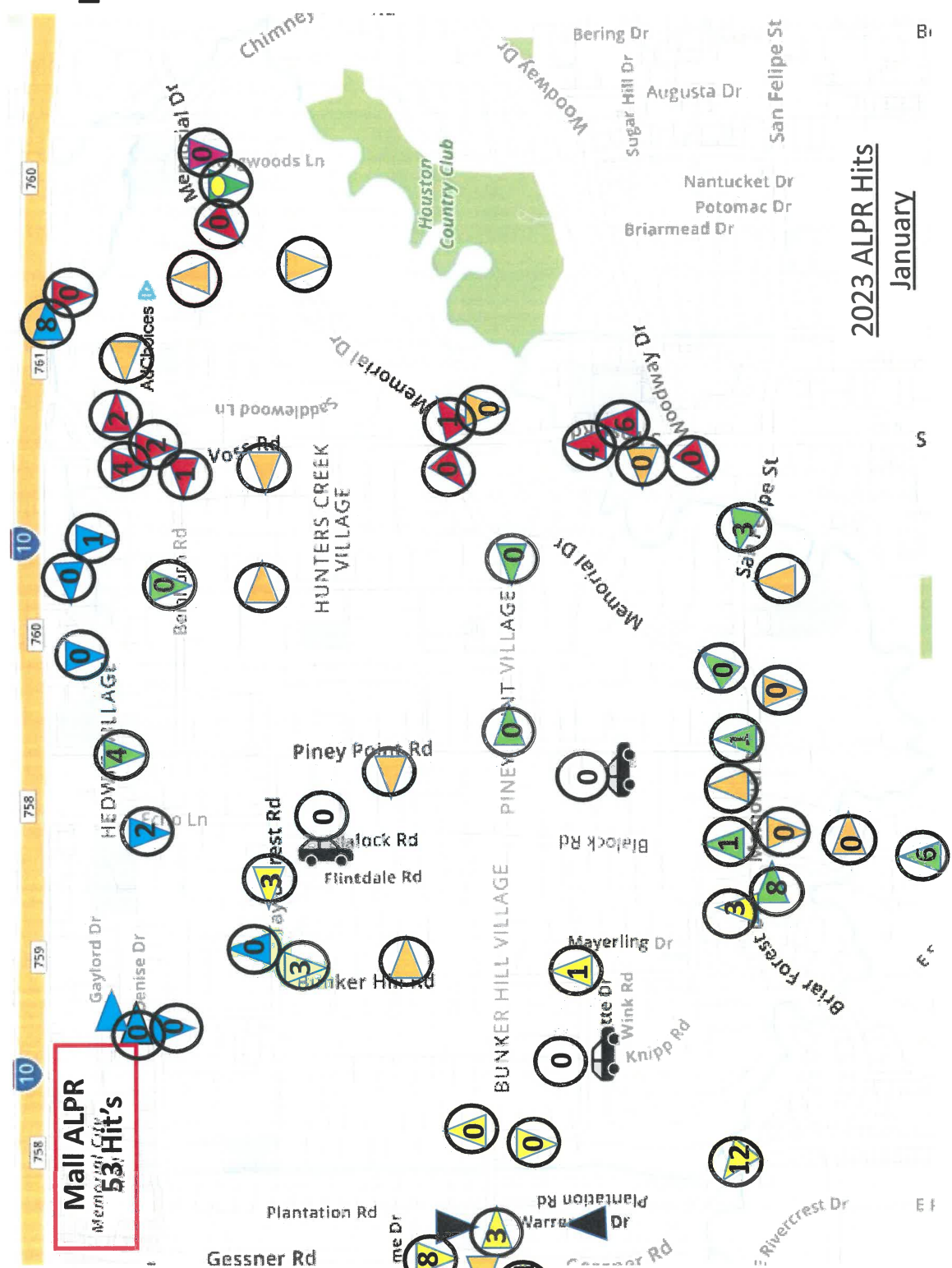


Blue Entry = Actual Location Unknown
 Underlined Contractor

SOLVED

1/31/23

- 2
- 3
- 4
- 



Mail ALPR
Memorial City
53 Hit's

Hedwig 3

Bunker Hill

Piney Point

Hunters Creek 131

Frequent Mobile Locations

Total Hits 155

Lindenwood HOA

Longwoods HOA

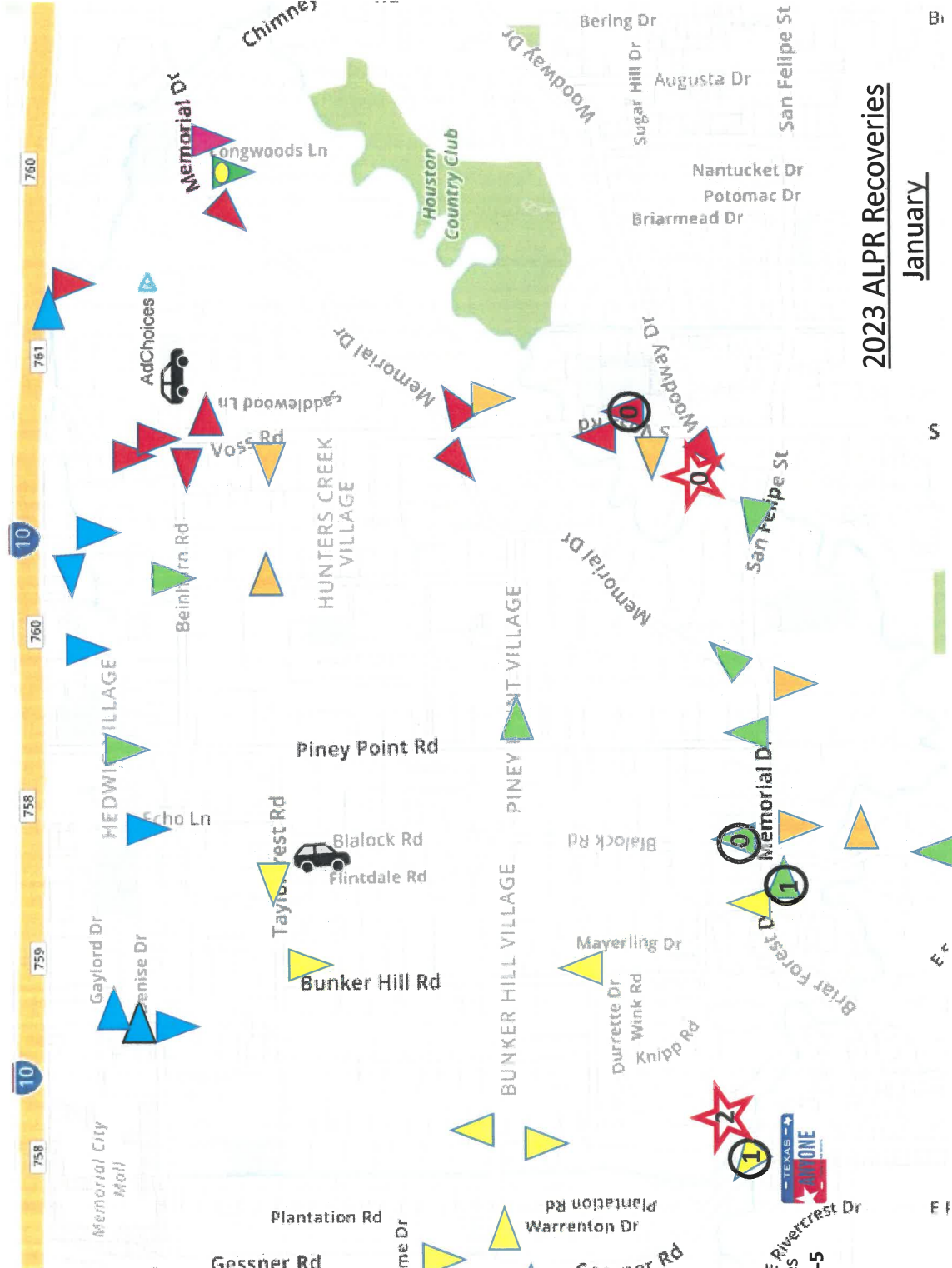
US Coins

In Process

HOA Systems

1/31/23

2023 ALPR Hits
January



Hedwig

Bunker Hill

Piney Point

Hunters Creek

Frequent Mobile Locations

Lindenwood HOA

Longwoods HOA

US Coins

In Process

HOA Systems

Recovered Vehicles
Recovered Plates -5

Investigative Leads

2023 ALPR Recoveries

January

1/31/23

2022 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
ALSALMANI, ALI	26:36:21												4	104
BAKER, BRIAN C	3:31:40												1	49
BALDWIN, BRIAN	17:32:11												5	38
BIEHUNKO, JOHN	22:37:16													
BOGGUS, LARRY	0:04:10												2	17
BURLESON, Jason	13:12:02												3	33
CANALES, RALPH EDWARD	15:05:04												1	1
CERNY, BLAIR C.	22:20:53												4	22
ECKERFIELD, Dillion	25:34:06												7	44
HARWOOD, NICHOLAS	18:58:46												1	42
JARVIS, RICHARD	17:03:26													48
JOHNSON, JOHN	15:48:16													
JONES, ERIC	0:00:00													
KING, JEREMY	9:53:27												9	55
KUKOWSKI, Andy	21:46:17												1	78
LOWRIE, Andy	18:47:35												3	117
MCELVANY, ROBERT	13:28:51													45
ORTEGA, Yesenia	16:22:55													38
OWENS, LANE	7:19:25													
PAVLOCK, JAMES ADAM	1:16:57													
RODRIGUEZ, CHRISTOPHER	2:58:13												1	
SALAZAR, Efrain	21:58:39												1	40
SCHANMEIR, CHRISTIAN	20:44:52												5	45
SCHULTZ, RAYMOND	5:44:09													
SILLIMAN, ERIC	25:55:25												3	117
SPRINKLE, MICHAEL	9:05:01												1	16
TAYLOR, CRAIG	29:35:02												4	56
TORRES, PATRICK	14:23:40												2	152
VALDEZ, JUAN	20:27:22												1	42
VASQUEZ, MONICA	0:39:02													
WHITE, TERRY	26:58:37												11	61
WILLIFORD, Adam	17:44:28												2	25
												Total	72	1285

* = Admin

Dispatch Committed Time	Totals
911 Phone Calls	385
3700 Phone Calls	2469
DP General Phone Calls*	53:12:01

* This is the minimal time as all internal calls route through the 3700 number.

January 2023 ALPR REPORT



Total Plate Reads, Incl's multiple reads of same plate
Number of Unique Plates Read – Total without repeats
Number of Hits/Alerts - All 14 possible categories
Number of Hits/Alerts of the 6 monitored categories
Number of Sex Offender Hits (not monitored live)
Summary Report
Total Hits-Reads/total vehicles passed by each camera

2022 ALPR Data Report

Plate Reads Summary

Total Plate Reads:

3,788,663

[Download CSV](#)

Jan 2 - Jan 31

Devices (33)

Plate Reads By Day



Unique Plate Reads Summary

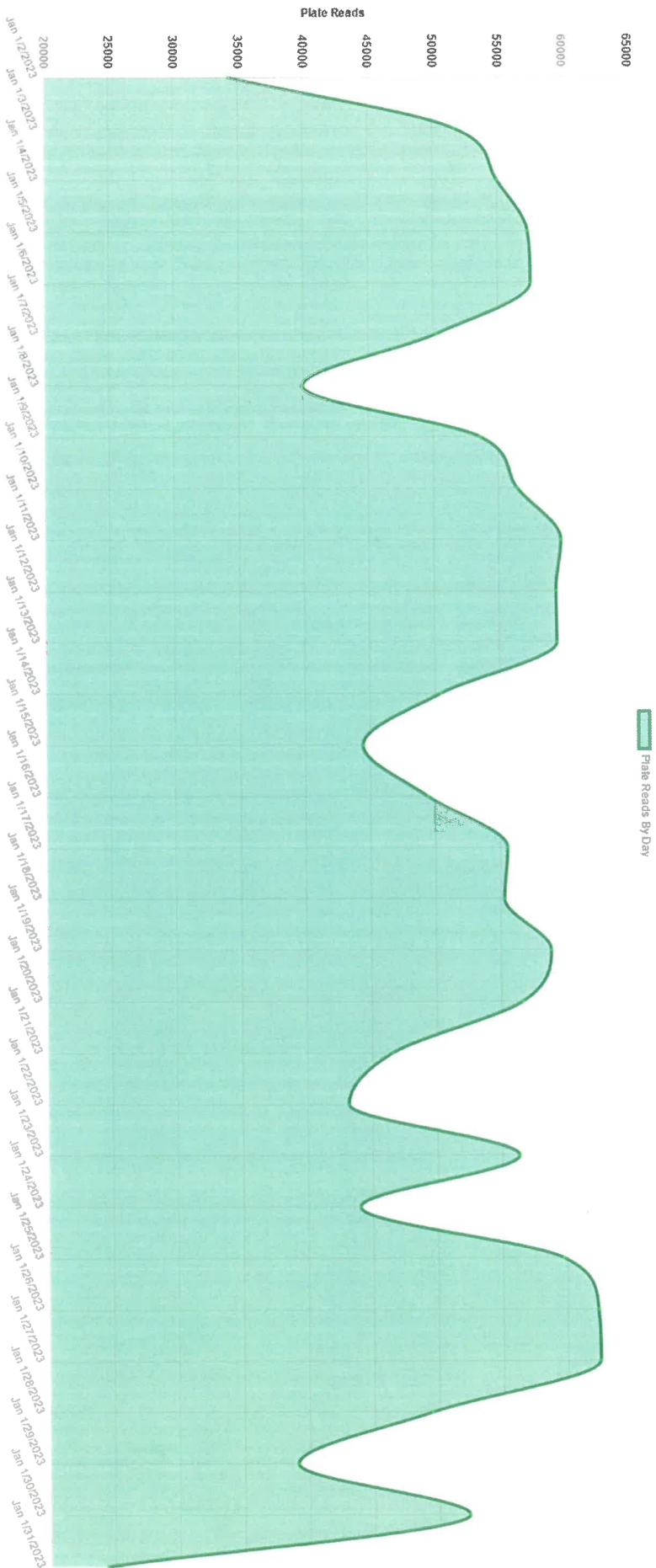
Total Unique Plate Reads:
485,816

Download CSV

Jan 2 - Jan 31

Devices (33) ▾

Search



All Categories

Hits Report

01/01/2023 → 01/30/2023

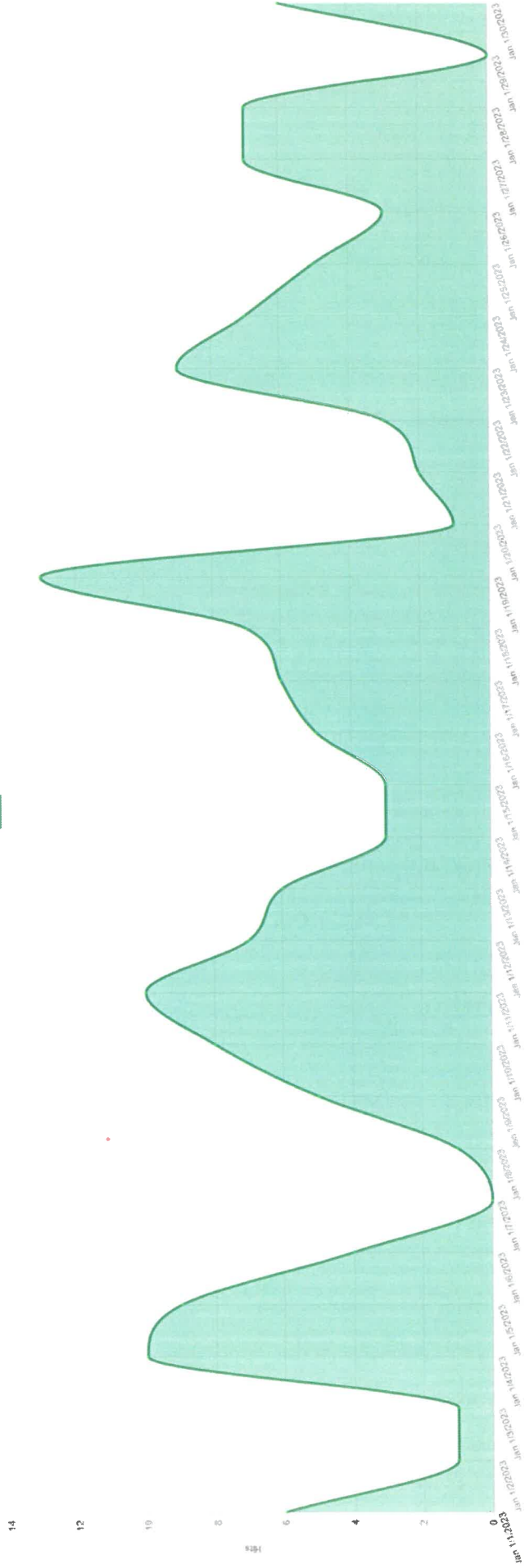
Search

DOWNLOAD CSV

Total Hits: 155

Topics (14) Devices (33)

Hits By Day



Top 6 Categories

Hits Report

01/02/2023 → 01/31/2023

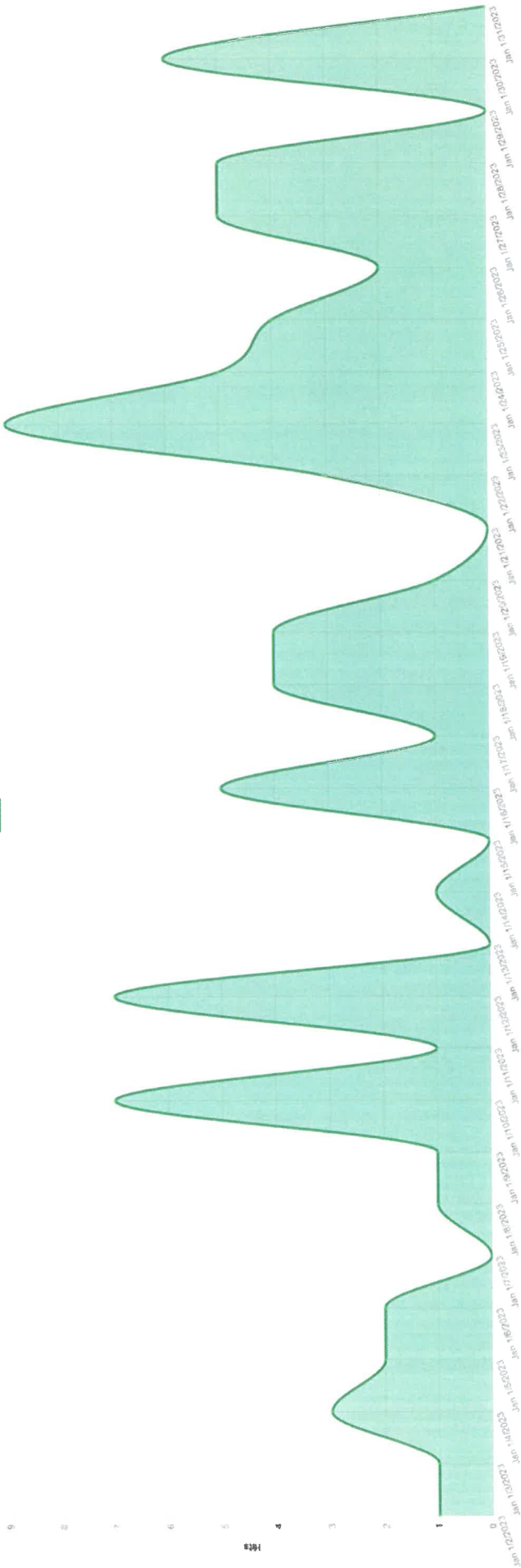
Search

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Total Hits: 81

Topics (6) Devices (33)

Hits By Day



MVPD HOT List

Hits Report

01/02/2023 → 01/31/2023

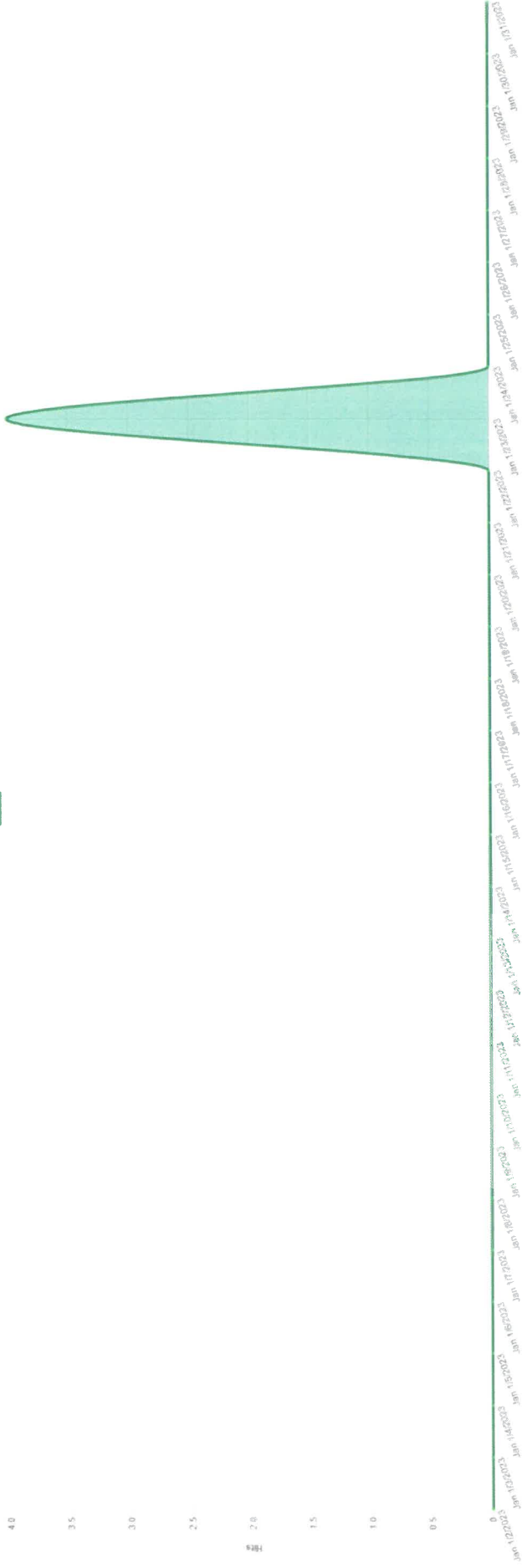
Search

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Topics (1) Devices (33)

Total Hits: 4

Hits By Day



Sex Offenders

Hits Report

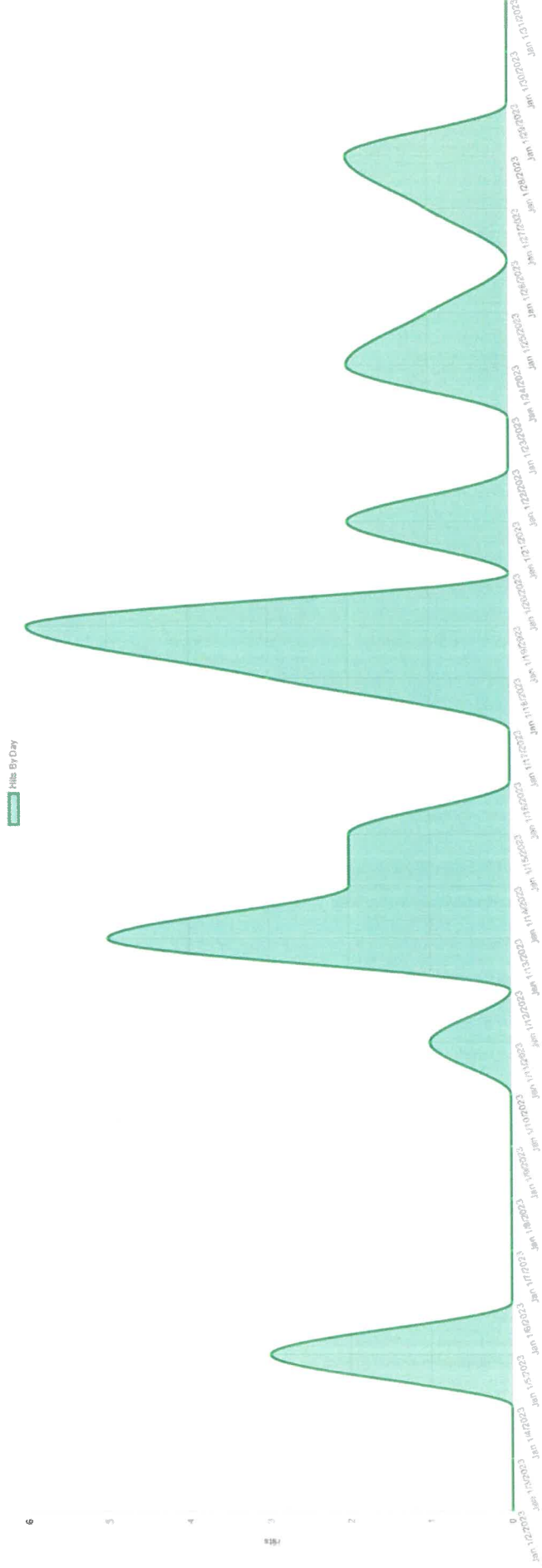
01/02/2023 → 01/31/2023

Search

DOWNLOADS

Topics (1) Devices (33)

Total Hits: 30



Summary Report

Insights Dashboard

Plate Reads

3,790,475

Searches

705

Hot List Hits

4



Device Sharing

Shared with
Haltom City TX PD,
Waller TX PD,
and 91 others

Access Levels

Search

Hotlist Tool Access

[EDIT DEVICE SHARING](#)

Device Status

33 / 33 ✓

Devices Online

[← Previous Device](#)

Device Name

#05 Bunkerhill Rd S8 at Taylorcrest

Battery

79%

Latency

13 s

[Next Device >](#)

- #1 Gessner S/B at Frostwood
- #2 Memorial E/B at Gessner
- #3 NO ALPR - Future Location
- #4 Memorial N/B at Briar Forrest
- #5 Bunker Hill S/B at Taylorcrest
- #6 Taylorcrest W/B at Flintdale
- #7 Memorial E/B at Briar Forrest
- #8 2200 S. Piney Point N/B
- #9 N. Piney Point N/B at Memorial
- #10 Memorial E/B at San Felipe
- #11 Greenbay E/B Piney Point
- #12 Piney Point S/B at Gaylord
- #13 Gessner N/B at Bayou
- #14 Beinhorn W/B at Pipher
- #15 Hunters Creek Drive S/B at I-10
- #16 Memorial W/B at Creekside
- #17 Memorial W/B at Voss
- #18 Memorial E/B at Voss
- #19 S/B Voss at Old Voss Ln 1
- #20 S/B Voss at Old Voss Ln 2
- #21 N/B Voss at Magnolia Bend Ln 1
- #22 N/B Voss at Magnolia Bend Ln 2
- #23 W/B San Felipe at Buffalo Bayou
- #24 N/B Blalock at Memorial
- #25 N/B Bunker Hill at Memorial
- #26 S/B Hedwig at Beinhorn
- #27 Mobile Unit #181
- #28 Mobile Speed Trailer
- #29 Riverbend Main Entrance
- #30 Beinhorn E/B at Voss
- #31 Memorial E/B at Tealwood (new)
- #32 Greenbay W/B at Memorial
- #33 Strey N/B at Memorial

Private Systems monitored by MVPD

- US COINS - I-10 Frontage Road
- Memorial Manor NA Lindenwood/Memorial
- Greyton Lane NA
- Calico NA
- Windemere NA
- Mott Lane
- Kensington NA
- Stillforest NA
- Farnham Park
- Riverbend NA
- Pinewood NA
- Hampton Court
- Bridlewood West NA
- N Kuhlman NA
- Longwoods NA
- Memorial City Mall – 22
- Halliburton Project



<p>Yellow = Bunker Hill</p> <p>Green = Piney Point</p> <p>Red = Hunters Creek</p> <p>Blue = MVPD Mobile</p> <p>Purple = Privately Owned Systems</p>
--

Hits/Reads By Camera

1	8/200,302	17	0/7,265	Total Reads – 3,788,663
2	3/194,914	18	1/103,703	Unique Reads – 485,816
3	See #31	19	2/136,886	Hits- 155
4	3/160,500	20	4/224,553	6 Top Hit List- 81
5	3/65,360	21	4/354,569	• Hotlist - 4
6	3/69,969	22	6/407,096	• Stolen Vehicle
7	8/162,797	23	3/105,679	• Stolen Plate
8	6/251,031	24	1/177,727	• Gang Member
9	1/111,591	25	1/16,399	• Missing
10	0/92,6555	26	0/45,666	• Amber
11	0/43,627	27	0/80,544	Recoveries - 2
12	4/164,578	28	0/20,476	
13	12/261,773	29	0/5,327	
14	1/99,182	30	2/16,757	
15	0/6,884	31	5/147,316	
16	0/16,437	32	0/3,074	
		33	0/37,142	



AMENDMENT NO.2022-03

**To
The Amended Budget of the Memorial Villages Police Department
For Fiscal Year 2022
General Fund**

DESCRIPTION/PURPOSE: Reclassify budget line items. - Operating Expenditures

<u>ACCOUNT-INCREASE IN APPROPRIATIONS</u>	<u>ACCOUNT NO.</u>	<u>AMOUNT</u>
Overtime	110	\$30,000.00
457b Employer Contribution	125	\$2,600.00
Colorado Tax		\$550.00
Auto Insurance	200	\$8,900.00
General Liability Insurance	210	\$30.00
Public Official Bond	220	\$25.00
Professional Liability	230	\$5,970.00
Gas & Oil	300	\$60,000.00
Auto Maintenance	310	\$5,800.00
General Maintenance	400	\$11,000.00
Computers	500	\$1,200.00
Stationary/Expendables	520	\$6,800.00
Payroll	540	\$1,700.00
Accreditation	800	\$250.00
Uniforms	810	\$7,700.00
Tasers	835	\$950.00
Training & Professional Dues	840	\$3,500.00
Recruiting costs	860	\$200.00
	TOTAL	\$147,175.00
<u>ACCOUNT-(DECREASE) IN APPROPRIATIONS</u>	<u>ACCOUNT NO.</u>	<u>AMOUNT</u>
Retirement	120	(\$18,000.00)
Health Insurance	130	(\$70,000.00)
Workers Compensation	140	(\$5,000.00)
Damage Repair	330	(\$3,000.00)
Building Furnishings	430	(\$10,000.00)
Telephone	600	(\$2,000.00)
Electricity	610	(\$5,000.00)
Legal/Professional	720	(\$34,175.00)
	TOTAL	(\$147,175.00)
NET EFFECT TO BUDGET IS:		\$0.00



Memorial Villages Police Dept/City of Bunker Hill/City of Piney Point Summary of Employee Benefits

Recommended Benefits for April 1, 2023 - March 31, 2024

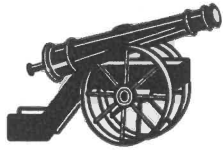
Benefit:	Provider:	Plan Type:	Employer Contribution:	Employee Contribution:	
Health Insurance	<i>Blue Cross Blue Shield</i>	<i>Health Savings Account</i>	<i>Employee + 75% Delta Dependent(s) HSA Contributions</i>	<i>25% Delta for Dependent(s)</i>	<i>4.9% Increase Bundle With Dental and Vision Increase Deductibles</i>
Dental Insurance (2 PPOs)	<i>Blue Cross Blue Shield</i>	<i>2 Plans</i>	<i>Base Premiums</i>	<i>Dependent Costs Minus Base Premium(s)</i>	<i>Increase offset by Health Discount with Bundle</i>
Vision Insurance	<i>Blue Cross Blue Shield</i>	<i>1 Plan</i>	<i>N/A</i>	<i>100%</i>	<i>Increase offset by Health Discount with Bundle</i>
Short Term Disability Insurance	<i>Standard</i>	<i>Same</i>	<i>N/A</i>	<i>100%</i>	<i>No Change</i>
Long Term Disability Insurance	<i>Standard</i>	<i>Same</i>	<i>100%</i>	<i>N/A</i>	<i>No Change</i>
Basic Life Insurance \$50,000	<i>Standard</i>	<i>Same</i>	<i>100%</i>	<i>N/A</i>	<i>No Change</i>
Additional Life Insurance	<i>Standard</i>	<i>Same</i>	<i>N/A</i>	<i>100%</i>	<i>No Change</i>

**Annual Health Care
HSA Only Plan
Historical Plan Rates**

	2015	2016	2017	2018	2019	2020	2021	2022	2023	Average Increase
Increase/Decrease		5%	-4%	14%	-11%	5%	-12.60%	17.00%	4.90%	2.29%
City's Budget	\$91,530							\$ 80,000.00	\$ 88,700.00	
*HSA Contributions:										
Employee Only	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,350.00	
With Dependents	\$ 2,400.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 3,700.00	
Wellness *	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
Walking UHC (up to)							\$ 1,000.00	\$ 1,000.00		
Carrier	Memorial Health		Cigna		Blue Cross Blue Shield		United Health Care		Blue Cross Blue Shield	

Plan change with higher deductibles

** With Commission and Council Approval*



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023
Agenda Item: VI
Subject/Proceeding: Mayor's Report
Exhibits: Ordinance No. 23-598
Approval(s): Gerardo Barrera, City Administrator

Executive Summary

The Mayor's Report will include the following:

- A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NO. 23-598, AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, EXTENDING A PUBLIC HEALTH EMERGENCY AND EXTENDING A STATE OF DISASTER DUE TO THE OUTBREAK OF COVID-19; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE
- B. Report of Activities and Upcoming Events

ORDINANCE NO. 23-598

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS EXTENDING A PUBLIC HEALTH EMERGENCY AND EXTENDING A STATE OF DISASTER DUE TO THE OUTBREAK OF COVID-19; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Greg Abbott, Governor of the State of Texas, entered a declaration of disaster on March 13, 2020 as a result of the outbreak of the COVID-19 virus; and

WHEREAS, Harris County Judge, Lina Hidalgo, entered a stay home, work safe order for all of Harris County on March 24, 2020 to last until April 3, 2020, due to the outbreak of the COVID-19 virus; and

WHEREAS, on March 31, 2020, Judge Hidalgo extended the stay home, work safe order until April 30, 2020 and has continued orders to date; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas issued a disaster declaration on March 24, 2020 and approved on April 21, 2020, May 19, 2020, June 16, 2020, August 18, 2020, September 15, 2020, October 20, 2020, November 17, 2020, January 19, 2021, February 22, 2021, March 23, 2021, April 20, 2021, May 18, 2021, June 15, 2021, August 17, 2021, September 21, 2021, October 19, 2021, November 16, 2021, January 18, 2022, February 15, 2022, March 8, 2022, April 19, 2022, May 17, 2022, June 21, 2022, August 16, 2022, September 20, 2022, October 18, 2022, November 15, 2022, and January 17, 2023 an extension to the order; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas will continue to follow the Governor’s direction for the extension of this emergency; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas finds it to be in the best interest of the health, safety, and welfare of its citizens to extend this declaration of disaster for an additional forty-five (45) days; and

WHEREAS, by this Declaration, the City Council declares all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, pursuant to the authority granted to the Mayor under the Texas Disaster Act, the Mayor, with the consent of Council authorizes the use of all available resources of state government and political subdivisions to assist in the City’s response to this situation; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. **Extension of Local State of Disaster.** That the local state of disaster and public health emergency previously declared for the City of Bunker Hill Village pursuant to §418.108 of the Texas Disaster Act is hereby extended for 45 days from the date of this ordinance or unless terminated or modified by earlier ordinance of the City.

Section 3. **Publicity and Filing.** Pursuant to §418.108(c) of the Texas Disaster Act, this declaration of a local state of disaster due to this public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

Section 4. **Activation of the City Emergency Management Plan.** Pursuant to §418.108(d) of the Texas Disaster Act, this declaration of a local state of disaster due to this public health emergency activates the City of Bunker Hill Village Emergency Management Plan.

Section 5. **Temporary Housing and Emergency Shelter.** Pursuant to §418.020(d) of the Texas Disaster Act, this declaration authorizes the City to: (1) temporarily or permanently acquire by lease, purchase, or other means sites required for temporary housing units or emergency shelters for disaster victims; and (2) enter into arrangements necessary to prepare or equip the sites for installation and use of temporary housing units or emergency shelters, including arrangements necessary for the transportation and purchase of temporary housing units or emergency shelters.

Section 6. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

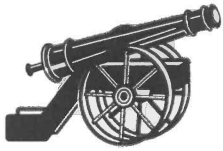
Section 7. This ordinance shall take effect immediately upon its approval.

PASSED, APPROVED AND ORDAINED on this 21st day of February 2023

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023

Agenda Item: VIII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 11 IN THE AMOUNT OF \$17,679.01 TO THE CURRENT CONTRACT WITH METRO CITY, LLC RECONCILING THE COMPLETION OF WORK ON THE CHAPEL BELLE AND TAMERLAINE PROJECT

Exhibits: Change Order No. 11 – Final Quantities and Reconciliation

Budget: Project Contingency in the Capital Project Fund

Approval(s): Karen Glynn, Acting City Secretary/Community Development
Susan Grass, Finance Director

Executive Summary

The City of Bunker Hill Village's 2021 and 2022 Capital Improvements Plan included reconstruction of the pavement and drainage infrastructure for Chapel Belle and a segment of Tamerlaine. The construction contract was approved in January 2022 and awarded to Metro City, LLC. The project went very well and has been successfully completed. In addition, it was very helpful to have utilized Metro City for other projects. Being able to "change order" work has been a savings to the City in reduced engineering costs and the procurement process.

The following outlines the change orders approved with the project:

- Change Order No. 1 was approved at the January Council Meeting which added \$20,512.17 in work by this Contractor for the construction of the traffic barrier at the intersection of Taylorcrest Road and Bunker Hill Road. *This work is now complete and was funded out of the City's Maintenance and Operations Account.*
- Change Order No. 2 was submitted in April 2022 to Council for a net decrease to the contract of \$5,176.61.
- Change Order No. 3 – Extension of the Warranty for Chapel Belle from a One-Year Warranty Period to a Two-Year Warranty Period – *No Cost.*
- Change Order No. 4 – Addition of (1) 48" x 48" storm manhole, resolution of conflict with sanitary sewer main, repair & replacement of sanitary sewer line - \$14,573.95 *funded with Project Contingency and wastewater rehab funds.*
- Change Order No. 5 – Installation of Drainage Improvements on Eaton Court as Recommended by the City's Drainage Committee – \$35,000.00 *to be funded from a 2022 CIP Budget Amendment.*

- Change Order No. 6 – Installation of the Sidewalk for 11646 Memorial Drive – \$25,000.00 *to be funded from a 2022 CIP Budget Amendment.*
- Change Order No. 7 – Inlet extension in Chapel Belle cul-de-sac \$3,699.54 *funded with Project Contingency.*
- Change Order No. 8 – Additional stabilization of base for Chapel Belle cul-de-sac – \$6,535.00 *funded with Project Contingency.*
- Change Order No. 9 – Replacement of a sidewalk to allow the proper drainage for 327 Chapel Belle after the construction of the new street - \$1,906.30 *funded with Project Contingency.*
- Change Order No. 10 – Fund additional pavement replacement on Tamerlaine. An area adjacent to the planned project on Tamerlaine had settled since the original evaluation of the street - \$21,663.69 *funded with Project Contingency.*
- **Change Order No. 11 – Final Reconciliation of Work and Quantities for Chapel Belle and Tamerlaine - \$17,679.01 *funded with Project Contingency.***
- Change Order No. 12 – Supplemental Change Order No. 6 for additional work to complete the removal and replacement of sidewalk along Memorial Drive - \$16,585.69 *Carryover Funds and 2023 Sidewalk CIP.*

Change Orders No. 6 and 12 will be completed within the next 30 days.

Staff is working through the final reconciliation anticipating a budget amendment may be needed to carryover the project into 2023 for final payments.

CHANGE ORDER NO. 11

Contractor: Metro City, LLC

Date 10/15/2022

Description:

1. Additional \$17,679.01 for the inclusion of adjusted final quantities on Chapel Belle Drive and Tamerlaine.

Reasons for Change Order:

1. The additional overruns and underruns were not included in the original contract and have been requested due to finalize quantities.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)		
			<u>To substantial Completion</u>	<u>To final Completion</u>
Total Original Contract:	<u>\$ 996,395.00</u>	Original:	<u>200</u>	<u>200</u>
Previous C.O.s (DEDUCT):	<u>\$ 110,392.83</u>	Previous C.O.s (DEDUCT):	<u> </u>	<u> </u>
This C.O. (DEDUCT):	<u>\$ 17,679.01</u>	This C.O. (DEDUCT):	<u> </u>	<u> </u>
Contract Price with all approved Change Orders:	<u>\$ 1,124,466.84</u> + 12.85%	REVISED:	<u>230</u>	<u>230</u>
		Original Completion Date:	<u>09/02/22</u>	<u>09/02/22</u>
		Revised Completion Date:	<u>10/02/22</u>	<u>10/02/22</u>

The Contractor agrees that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

By:  01/09/23
Engineer (Authorized Signature) Date

APPROVED:

By: _____ Date _____
Owner (Authorized Signature)

ACCEPTED:

By:  1/9/23
Contractor (Authorized Signature) Date

CHANGE PROPOSAL



TO: Mike McClung PE, CFM, ENV SP RPS North America 575 N. Dairy Ashford, Suite 700 Houston, Texas 77079	PROPOSAL # 10	DATE 11/8/22
	DATE NEEDED BY Open	PROJECT # 312

PROJECT: City of Bunker Hill
 Paving and Drainage Improvements for Chapel Belle Lane and Tamerlaine Drive

DESCRIPTION OF CHANGE
 Adjusted final quantities on Chapel Belle Drive and Tamerlaine

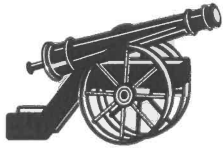
REASON FOR CHANGE

OVERRUNS/UNDERRUNS					ADDITIONAL COST	
Pay Item 11	-1.00	\$	208.00	\$	(208.00)	LABOR:
Pay Item 19	42.74	\$	89.00	\$	3,803.86	EQUIP:
Pay Item 22	91.95	\$	103.00	\$	9,470.85	MATERIAL:
Pay Item 23	33.10	\$	187.00	\$	6,189.70	SUBCONTRACTOR
Pay Item 24	-17	\$	208.00	\$	(3,536.00)	SUPPLIES
Pay Item 30	12	\$	500.00	\$	6,000.00	BONDS/FEES/OH:
Pay Item 13 Tamerlaine	-25	\$	103.00	\$	(2,575.00)	PROFIT
Pay Item 12 Tamerlaine	-7.05	\$	208.00	\$	(1,466.40)	
				\$	17,679.01	

CONTACT SUM CHANGE AMOUNT: \$ 17,679.01

CONTACT TIME CHANGE AMOUNT:


SUBMITTED BY: Tony Rodriguez - President



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023

Agenda Item: IX

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 5 AND FINAL TO REDUCE THE CONTRACT AMOUNT BY \$194,460.00 WITH ALSAY, INC. RECONCILING THE COMPLETION OF WORK ON THE CONSTRUCTION OF WATER WELL NO. 5

Exhibits: Change Order No. 5 and Final
Certificate/Letter of Completion
Certificate/Letter of Acceptance

Budget: Project Savings

Approval(s): Karen Glynn, Acting City Secretary/Community Development
Susan Grass, Finance Director

Executive Summary

The City has been under contract with Alsay, Inc. for the construction of Water Well No. 5. The Project Team has worked diligently to get the project completed despite supply chain issues. The well has been tested and put into service. Staff is very pleased to see the completion of this project and the cost savings achieved despite the supply chain challenges.

To recap, the following Change Orders were approved for the project:

- Change Order No. 1, requested a contract price adjustment in the amount of \$12,600.00.
- Change Order No. 2, approved September 2022, requested a 390-calendar day time extension at no cost.
- Change Order No. 3, approved October 18, 2022, requested a 60-calendar day time extension at no cost.
- Change Order No. 4, approved November 21, 2022 requested a 60-calendar day time extension at no cost.

Staff recommends approval of Change Order No. 5 and Final reconciling all quantities and accepting the project at a cost savings of **\$194,460.**

CHANGE ORDER NO. 5 & FINAL

February 21, 2023

Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

Subject: Request for approval of rates on labor and/or materials and/or equipment.

Contractor: Alsay, Inc.

Project: Construction of Water Well No. 5
LEI Job No. 200-020, Contract No. 1A

Original Contract Amount: \$2,301,390.00

Dear Mayor Lord and City Council:

Your approval is requested on the adjustment of the original contract amount and the extension of time for subject project.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
Overrun Bid Item Nos. S-6, S-8 and S-9				\$ 75,480.00
Underrun Bid Item Nos. 7, S-1, S-2, S-4, S-7, S-10, S-11, S-12, S-13, S-14, S-15, S-16, S-17, S-18, S-19, S-20, S-21, S-22, S-23, S-24, S-25				\$ (269,940.00)
Total This Change Order No. 5 & FINAL				\$ (194,460.00)
Change Order No. 1				\$ 12,600.00
Total Change Orders				\$ (181,860.00)
Original Contract Amount				<u>\$2,301,390.00</u>
Final Contract Amount				\$2,119,530.00

Original Contract Time	150 Calendar Days
Extension of Time Change Order No. 1	0Calendar Days
Extension of Time Change Order No. 2	390 Calendar Days
Extension of Time Change Order No. 3	60 Calendar Days
Extension of Time Change Order No. 4	60 Calendar Days
Extension of Time This Change Order No. 5 & FINAL	<u>(33)</u> Calendar Days
Total Time with Extensions	627 Calendar Days

Change Order No. 5 & FINAL represents a 10.1% decrease in the original Contract Amount.


Except as setforth hereinbefore, no conditions or covenants of the Contract are changed and/or waived hereby.

SUBMITTED FOR APPROVAL:

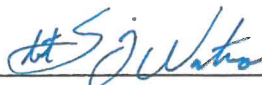
ACCEPTED:

LANGFORD ENGINEERING, INC.

ALSAY, INC.

By: 

Jacob Floyd, P.E.
Senior Project Manager

By: 

H. S. J. Waters

Date 2/10/2023

Date 2-10-23

APPROVED:

CITY OF BUNKER HILL VILLAGE

By: _____

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Alsay Incorporated
 Houston, TX United States

Certificate Number:
 2023-982702

Date Filed:
 02/13/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Bunker Hill Village

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 200-020, Contract No. 1A
 Construction of Water Well No. 5 - Change Order No. 5

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hollingsworth, Arthur	Dallas, TX United States	X	
	McGuire, John	Dallas, TX United States	X	
	Slavik, Joe	Houston, TX United States	X	
	Blackstock, Mary	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Joe Slavik, and my date of birth is 05/11/1955.

My address is 6615 Gant Rd., Houston, TX, 77066, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 13th day of February, 20 23.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

RECAPITULATION OF QUANTITIES FOR CHANGE ORDER NO. 5 & FINAL

To: City of Bunker Hill Village
 From: Langford Engineering, Inc.

Date: February 21, 2022
 Subject: Construction of Water Well
 No. 5
 LEI Job No. 200-020, Contract
 No. 1

Job cost summary of unit price bid items on subject project:

Bid Item Number	Original Amount Bid	Installed Amount	Differences (Underrun)Overrun
1.	\$200,000.00	\$200,000.00	\$0.00
2.	\$30,000.00	\$30,000.00	\$0.00
3.	\$300,000.00		\$0.00
a.		\$220,000.00	
b.		\$80,000.00	
4.	\$1,005,000.00		\$0.00
a.		\$300,000.00	
b.		\$200,000.00	
c.		\$300,000.00	
d.		\$80,000.00	
e.		\$60,000.00	
f.		\$60,000.00	
g.		\$5,000.00	
5.	\$400,000.00		\$0.00
a.		\$382,000.00	
b.		\$15,000.00	
c.		\$3,000.00	
6.	\$80,000.00	\$0.00	\$0.00

	a.		\$60,000.00	
	b.		\$20,000.00	
7.		\$135,000.00	\$0.00	(\$135,000.00)
8.		\$10,000.00	\$10,000.00	\$0.00
9.		\$30,000.00	\$30,000.00	\$0.00

Supplementary Items

S-1.		\$100.00	\$0.00	(\$100.00)
S-2.		\$3,500.00	\$0.00	(\$3,500.00)
S-3.		\$40,000.00	\$40,000.00	\$0.00
S-4.		\$400.00	\$0.00	(\$400.00)
S-5.		\$10,000.00	\$10,000.00	\$0.00
S-6.		\$120.00	\$600.00	\$480.00
S-7.		\$90.00	(\$4,320.00)	(\$4,410.00)
S-8.		\$250.00	\$25,250.00	\$25,000.00
S-9.		(\$50,000.00)	\$0.00	\$50,000.00
S-10.		\$95.00	\$0.00	(\$95.00)
S-11.		\$70.00	\$0.00	(\$70.00)
S-12.		\$210.00	\$0.00	(\$210.00)
S-13.		\$2.00	(\$40.00)	(\$42.00)
S-14.		\$3.00	(\$60.00)	(\$63.00)
S-15.		\$2,500.00	\$0.00	(\$2,500.00)
S-16.		\$4,500.00	(\$4,500.00)	(\$9,000.00)
S-17.		\$3,000.00	\$0.00	(\$3,000.00)
S-18.		\$3,500.00	\$0.00	(\$3,500.00)
S-19.		\$10,000.00	\$0.00	(\$10,000.00)
S-20.		\$10,000.00	\$0.00	(\$10,000.00)

S-21.	(\$15,000.00)	(\$15,000.00)	\$0.00
S-22.	\$70,000.00	\$0.00	(\$70,000.00)
S-23.	\$10,000.00	\$0.00	(\$10,000.00)
S-24.	\$2,750.00	\$0.00	(\$2,750.00)
S-25.	\$5,000.00	\$0.00	(\$5,000.00)
S-26.	<u>\$300.00</u>	<u>\$0.00</u>	<u>(\$300.00)</u>
Subtotal	\$2,301,390.00	\$2,106,930.00	\$0.00
Change Orders			
Change Order No. 1			
1	\$12,600.00	\$12,600.00	\$0.00
Change Order No. 2			
1.	<u>(\$234,460.00)</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total	\$2,079,530.00	\$2,119,530.00	\$0.00

Summary

Net Unit Quantity Overruns	+	\$75,480.00
Net Unit Quantity Underruns	-	<u>(\$269,940.00)</u>
		(\$194,460.00)
Original Contract Amount		\$2,301,390.00
Change Order No. 1		\$12,600.00
Subtotal (Change Order No. 5 Deducts/Adds)		<u>(\$194,460.00)</u>
Final Contract Amount		\$2,119,530.00



TBPE No F-449

February 21, 2023

Mr. Robert P Lord, Mayor
and City Council
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

Mr. Joe Slavik
President
Alsay, Inc.
6615 Gant Road
Houston, Texas 77066

Subject: Certificate of Completion, City of Bunker Hill
Village, Construction of Water Well No. 5
LEI Job No. 200-020, Contract No. 1A

Ladies and Gentlemen:

Pursuant to contractual requirements as set forth in "General Conditions of Agreement," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Construction of Water Well No. 5, LEI Job No. 200-020, Contract No. 1A," which was constructed by Alsay Inc., in accordance with a Contract executed between the OWNER and said Contractor on March 26, 2021.

Said facilities have been given a final inspection by representatives of the OWNER, the Contractor, and the Engineer. All deficiencies observed during the final inspection have been addressed.

Mr. Robert P Lord, Mayor
and City Council
Mr. Joe Slavik
Alsay, Inc.
February 21, 2023
Page 2

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans and Specifications. Therefore, in accordance with "General Conditions of Construction Contract", we hereby issue our Certificate of Completion.

Your attention is directed to Paragraph 14, General Conditions of the Construction Contract, which sets forth the terms and conditions of the guarantee provided on workmanship and materials. This one-year guarantee period commences on the date of the Certificate of Acceptance, which is to be issued by the OWNER.

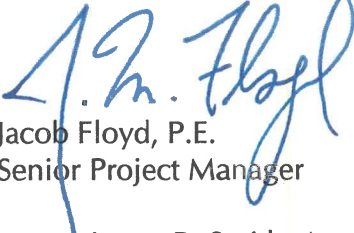
The cost of this project is summarized below:

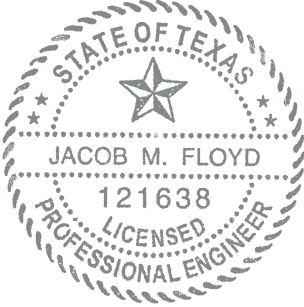
Original Contract Amount	\$2,301,390.00
Change Order No. 1	\$ 12,600.00
Change Order No. 2	\$ 0.00
Change Order No. 3	\$ 0.00
Change Order No. 4	\$ 0.00
Change Order No. 5 & FINAL	\$ (194,460.00)
Final Contract Amount	\$2,119,530.00

Thus, Alsay, Inc. is entitled to a final payment of Two Hundred and Thirty Thousand Three Hundred Thirteen Dollars (\$230,313.00). This is the final Contract amount, Two Million One Hundred and Nineteen Thousand Five Hundred Thirty Dollars & 00/100's (\$2,079,530.00) less previous payments of One Million Eight Hundred Eighty-Nine Thousand Two Hundred Seventeen Dollars (\$1,889,217.00).

Sincerely,

LANGFORD ENGINEERING, INC.


Jacob Floyd, P.E.
Senior Project Manager



cc: Loren B. Smith, Attorney, Olson & Olson
Karen A. Glynn, P.E.; City Administrator

CITY OF BUNKER HILL VILLAGE

Olson & Olson LLP
Worth Tower Suite 600
2727 Allen Parkway
Houston, Texas 77019

February 21, 2023

Mr. Joe Slavik
President
Alsay, Inc.
6615 Gant Road
Houston, Texas 77066

Subject: Certificate of Acceptance, City of Bunker Hill
Village, Construction of Water Well No. 5
LEI Job No. 200-020, Contract No. 1A

Dear Mr. Slavik:

Pursuant to the Engineer's Certificate of Completion dated February 21, 2023, the City of Bunker Hill Village does hereby issue this Certificate of Acceptance of the subject facilities effective February 21, 2023.

Your Guarantee, as provided by the surety, is setforth in Paragraph 14 of the General Conditions of Construction, commenced on Tuesday, February 21, 2023, and expires one (1) year later, that is, Wednesday, February 21 2024.

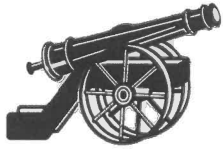
Sincerely,

BUNKER HILL VILLAGE

Robert P. Lord, Mayor
City Council

Imm

cc: Jacob Floyd, P.E., Langford Engineering, Inc.
Loren B. Smith, Attorney Olson & Olson



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023

Agenda Item: X

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 6 AND FINAL TO REDUCE THE CONTRACT AMOUNT BY \$36,304.96 WITH MCDONALD MUNICIPAL AND INDUSTRIAL RECONCILING THE COMPLETION OF WORK ON THE CONSTRUCTION OF WATER WELL NO. 5 SITE IMPROVEMENTS

Exhibits: Change Order No. 6 and Final
Certificate/Letter of Completion
Certificate/Letter of Acceptance

Budget: Project Savings

Approval(s): Karen Glynn, Acting City Secretary/Community Development
Susan Grass, Finance Director

Executive Summary

The City has been under contract with McDonald Municipal & Industrial for the construction of Water Well No. 5 Site Work. The Project Team has worked diligently to get the project completed despite supply chain issues. The well has been tested and put into service. Staff is very pleased to see the completion of this project and the cost savings achieved despite the supply chain challenges.

To recap, the following Change Orders were approved for the project:

- Change Order No. 1, submitted March 2022, requested a contract price adjustment in the amount of \$4,177.00 for additional detention work. No time extension was included in the request.
- Change Order No. 2 requested a 105-calendar day time extension at no cost and was approved August 2022.
- Change Order No. 3, approved September 2022, requested a \$6,800.00 price adjustment for electrical improvements. A 30-calendar day time extension was also included.
- Change Order No. 4, approved October 18, 2022, requested a 60 day time extension at no cost.
- Change Order No. 5, approved November 21, 2022 requested a 60-calendar day time extension at no cost.

Staff recommends approval of Change Order No. 6 and Final reconciling all quantities and accepting the project at a cost savings of **\$36,304.96**.

CHANGE ORDER NO. 6 & FINAL

February 21, 2023

Mr. Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
1977 Memorial Drive
Houston, Texas 77024

Subject: Request for approval of rates on labor and/or materials and/or equipment.

Contractor: C. F. McDonald Electric, Inc.

Project: Construction of Water Well No. 5 Site Improvements
LEI Job No. 200-020, Contract No. 1B

Original Contract Amount: \$1,527,469.00

Dear Mr. Lord and City Council:

Your approval is requested on the adjustment of the original contract amount and the extension of time for subject project.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
Overrun Bid Item				\$ 0.00
Underrun Bid Item Nos. 6, 7, 9, A2, and Supplemental Items a through f				\$ (36,304.96)
Total This Change Order No. 6 & FINAL				\$ (36,304.96)
Change Order No. 4				\$ 0.00

Change Order No. 3	\$ 6,800.00
Change Order No. 2	\$ 0.00
Change Order No. 1	\$ 4,177.00
Original Contract Amount	<u>\$1,527,469.00</u>
Final Contract Amount	\$1,502,141.04

Original Contract Time	180 Calendar Days
Extension of Time This Change Order No. 6 & FINAL	30 Calendar Days
Extension of Time Change Order No. 5	60 Calendar Days
Extension of Time Change Order No. 4	30 Calendar Days
Extension of Time Change Order No. 3	30 Calendar Days
Extension of Time Change Order No. 2	105 Calendar Days
Extension of Time Change Order No. 1	<u>0</u> Calendar Days
Total Time with Extensions	435 Calendar Days

Change Order No. 6 & FINAL represents a 2.4% decrease in the original Contract Amount.

Except as setforth hereinbefore, no conditions or covenants of the Contract are changed and/or waived hereby.

SUBMITTED FOR APPROVAL:

ACCEPTED:

LANGFORD ENGINEERING, INC.

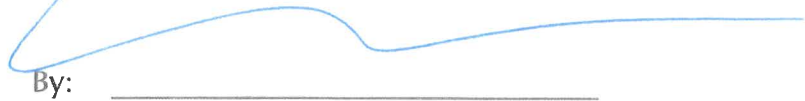
McDonald Municipal and Industrial, a
Division of C.F. McDonald Electric, Inc.

By:



Jacob Floyd, P.E.
Senior Project Manager

By:



Date

2/10/2023

Date

2/13/23

APPROVED:

CITY OF BUNKER HILL VILLAGE

By: _____

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-982650

Date Filed:
02/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C.F. McDonald Electric, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Bunker Hill Village

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

200-020

Construction of Water Well No. 5 Site Improvements - Change Order No. 6 Underrun Bid Item Nos. 6, 7, 9, A2, and Supplemental Items

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dollar, Diana	Houston , TX United States	X	
	Berkenmeier , Wayne	Houston, TX United States	X	
	Keller, Harry	Houston , TX United States	X	
	Stephenson, Larry	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

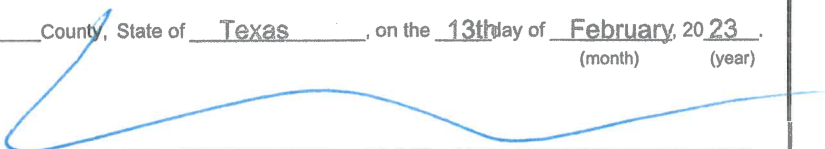
6 UNSWORN DECLARATION

My name is Wayne Berkenmeier, and my date of birth is 05/15/1970.

My address is 5044 Timber Creek Dr, Houston, TX, 77017, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 13th day of February, 2023.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

RECAPITULATION OF QUANTITIES FOR CHANGE ORDER NO. 6 & FINAL

To: Bunker Hill Village

Date: February 21, 2023

From: Langford Engineering, Inc.

Subject: Construction of Water Well No.
5, Site Improvement,
LEI Job No. 200-020, Contract
No. 1B

Job cost summary of unit price bid items on subject project:

Bid Item Number	Original Amount Bid	Installed Amount	Differences (Underrun)Overrun
1.	\$67,000.00	\$67,000.00	\$0.00
2.	\$150,000.00	\$150,000.00	\$0.00
3.	\$20,000.00	\$20,000.00	\$0.00
4.	\$615,904.00	\$615,904.00	\$0.00
5.	\$200,000.00	\$200,000.00	\$0.00
6.	\$8,500.00	\$0.00	(\$8,500.00)
7.	\$8,000.00	\$3,695.04	(\$4,304.96)
8.	\$20,000.00	\$20,000.00	\$0.00
9.	\$5,000.00	\$0.00	(\$5,000.00)
10.	\$20,000.00	\$20,000.00	\$0.00
11.	\$34,515.00	\$34,515.00	\$0.00
12.	\$35,750.00	\$35,750.00	\$0.00
13.	\$125,000.00	\$125,000.00	\$0.00
14.	\$20,000.00	\$20,000.00	\$0.00
15.	\$13,200.00	\$13,200.00	\$0.00
16.	\$100.00	\$100.00	\$0.00
17.	\$10,000.00	\$10,000.00	\$0.00
18.	\$1,500.00	\$1,500.00	\$0.00

Alternate Items

A1.	\$142,000.00	\$142,000.00	\$0.00
A2.	\$15,000.00	\$10,000.00	(\$5,000.00)
A3.	\$2,500.00	\$2,500.00	\$0.00

Supplementary Items

a.	\$2,000.00	\$0.00	(\$2,000.00)
b.	\$5,000.00	\$0.00	(\$5,000.00)
c.	\$500.00	\$0.00	(\$500.00)
d.	\$500.00	\$0.00	(\$500.00)
e.	\$500.00	\$0.00	(\$500.00)
f.	<u>\$5,000.00</u>	<u>\$0.00</u>	<u>(\$5,000.00)</u>

Subtotal	\$1,527,469.00	\$1,491,164.04	(\$36,304.96)
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Change Orders

Change Order No. 1

1.	\$4,177.00	\$4,177.00	\$0.00
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Change Order No. 2

1.	Extension of Time - 105 Calendar Days		
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Change Order No. 3

1.	\$6,800.00	\$6,800.00	\$0.00
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Change Order No. 4

1.	Extension of Time - 60 Calendar Days		
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Change Order No. 5

1.	<u>Extension of Time - 60 Calendar Days</u>		
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Total	\$1,538,446.00	\$1,502,141.04	(\$36,304.96)
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Summary

Net Unit Quantity Overruns	+	\$0.00
Net Unit Quantity Underruns	-	<u>(\$36,304.96)</u>
Subtotal (Change Order No. 1 Deducts/Adds)		(\$36,304.96)
Original Contract Amount		\$1,527,469.00
Change Order No. 1		\$4,177.00
Change Order No. 2		\$0.00
Change Order No. 3		\$6,800.00
Change Order No. 4		\$0.00
Change Order No. 5		<u>\$0.00</u>
Final Contract Amount		\$1,502,141.04



TBPE No F-449

February 21, 2023

Mr. Robert P. Lord, Major
and City Council
City of Bunker Hill Village
1977 Memorial Drive
Houston, Texas 77024

Mr. Wayne Berkenmeier
Vice President Special Projects
McDonald Municipal and Industrial
A Division of C. F. McDonald Electric, Inc.
5044 Timber Creek
Houston, Texas 77017

Subject: Certificate of Completion, City of Bunker Hill
Village, Construction of Water Well No. 5, Site
Improvements
LEI Job No. 200-020, Contract No. 1B

Ladies and Gentlemen:

Pursuant to contractual requirements as set forth in "General Conditions of Agreement," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Construction of Water Well No. 5, LEI Job No. 200-020, Contract No. 1B," which was constructed by McDonald Municipal and Industrial, a Division of C. F. McDonald Electric, Inc., in accordance with a Contract executed between the OWNER and said Contractor on October 19, 2021.

Said facilities have been given a final inspection by representatives of the OWNER, the Contractor, and the Engineer. All deficiencies observed during the final inspection have been addressed.

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans and Specifications. Therefore, in accordance with "General Conditions of Construction Contract," we hereby issue our Certificate of Completion.

Mr. Robert P. Lord, Major
and City Council
Mr. Wayne Berkenmeier
McDonald Municipal and Industrial
A Division of C. F. McDonald Electric, Inc.
February 21, 2023
Page 2

Your attention is directed to Paragraph 14, General Conditions of the Construction Contract, which sets forth the terms and conditions of the guarantee provided on workmanship and materials. This one-year guarantee period commences on the date of the Certificate of Acceptance, which is to be issued by the OWNER.

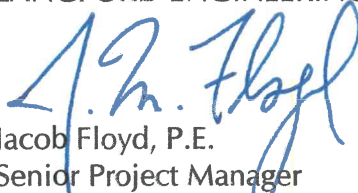
The cost of this project is summarized below:

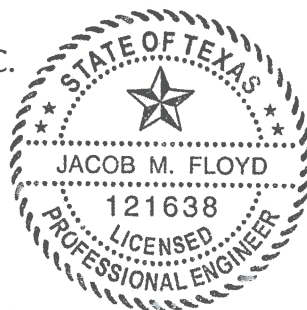
Original Contract Amount	\$1,527,469.00
Change Order No. 1	\$ 4,177.00
Change Order No. 2	\$ 0.00
Change Order No. 3	\$ 6,800.00
Change Order No. 4	\$ 0.00
Change Order No. 5 & FINAL	\$ <u>(36,304.96)</u>
Final Contract Amount	\$1,502,141.04

Thus, McDonald Municipal and Industrial, a Division of C. F. McDonald Electric, Inc. is entitled to a final payment of Seventy-Five Thousand One Hundred Seven Dollars & 09/100's (\$75,107.09). This is the final Contract amount, One Million Five Hundred Two Thousand One Hundred Forty-One Dollars (\$1,502,141.04) less previous payments of One Million Four Hundred Twenty-Seven Thousand Thirty-Three Dollars & 95/100's (\$1,427,033.95).

Sincerely,

LANGFORD ENGINEERING, INC.


Jacob Floyd, P.E.
Senior Project Manager



cc: Karen Glynn, City Administrator
Loren Smith, Olson & Olson, L.L.P.

CITY OF BUNKER HILL VILLAGE

Olson & Olson LLP
Worth Tower Suite 600
2727 Allen Parkway
Houston, Texas 77019

February 21, 2023

Mr. Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
1977 Memorial Drive
Houston, Texas 77024

Subject: Certificate of Acceptance, City of Bunker Hill
Village, Construction of Water Well No. 5, Site
Improvements
LEI Job No. 200-020, Contract No. 1B

Dear Mr. Lord:

Pursuant to the Engineer's Certificate of Completion dated February 21, 2023, City of Bunker Hill Village does hereby issue this Certificate of Acceptance of the subject facilities effective February 21, 2023.

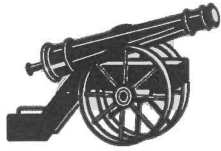
Your Guarantee, as provided by the surety, is set forth in Paragraph 14 of the General Conditions of Construction Contract, commenced on Tuesday, February 21, 2023, and expires one (1) year later, that is, Wednesday, February 21, 2024.

Sincerely,

BUNKER HILL VILLAGES

Robert P. Lord
Mayor

cc: Jacob Floyd, P.E., Langford Engineering, Inc.
Loren B. Smith, Olson & Olson LLP



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023

Agenda Item: XI

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CHANGE ORDER WITH JLA CONSTRUCTION SOLUTIONS LLC FOR THE CONSTRUCTION OF THE PUBLIC WORKS AND DISASTER OPERATIONS BUILDING TO INCLUDE EXTERIOR IMPROVEMENTS TO CITY HALL IN THE AMOUNT OF \$88,095.00

Exhibits: Rendering of City Hall Improvements
Change Order No. 1

Budget: FY 2023 Budget
\$150,000.00 funded between the General Fund and Utility Fund
\$10,000.00 funded design fees for PGAL

Approval(s): Karen Glynn, Acting City Secretary/ Community Development
Gerardo Barrera, City Administrator
Susan Grass, Finance Director

Executive Summary

In September 2021, the City Council approved the final design contract with PGAL Architects for the City's Public Works and Disaster Operations Building. Additionally, JLA Construction Solutions LLC was awarded the contract to serve as the City's Construction Manager at Risk with a set guaranteed maximum price (GMP) for the construction awarded in June 2022. The new building is under construction.

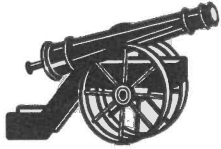
During the 2023 Budget Process, the Council approved additional funds in Fiscal Year 2023 to evaluate and fund possible improvements to the exterior of City Hall. Work would be coordinated with the new addition. The existing stucco has become problematic, and some improvements are needed. In addition, the HVAC units were moved to the roof of City Hall and are now visible.

The budget for City Hall design and construction was approved at \$150,000, funded between the General Fund and Utility Fund.

At the October Meeting, the Council approved a proposal from PGAL to provide architectural services for City Hall at an increase of \$10,000.00 to the existing design contract. At the November 15, 2022 Meeting, PGAL presented design concepts for City Hall and Council directed staff to get pricing for the improvements.

Change Order No. 1 provides this pricing at \$88,095.00
Staff recommends these improvements to be coordinated with the current project.
Substantial completion is planned for May 2023.





CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date: February 21, 2023

Agenda Item: XII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO RENEW A CONTRACT WITH TX BBG CONSULTING, INC., A WHOLLY OWNED SUBSIDIARY OF SAFE BUILT, LLC FOR BUILDING PLAN REVIEW AND DEVELOPMENT SERVICES

Exhibits: TX BBG Consulting, Inc. Proposed Contract

Approval(s): Karen Glynn, Acting City Secretary/ Community Development

Executive Summary

In effort to improve the City's Development Process, the City has contracted with TX BBG Consulting, Inc. over the past year to supplement plan review, permitting and inspection processes. Four of the six Memorial Villages (Spring Valley, Hilshire, Hedwig, and Hunters Creek) currently use BBG; therefore, BBG is very familiar with the Villages. With the current amount of redevelopment in the City and the number of City capital projects underway, this contract has helped balance the workload for staff and City contract inspectors.

BBG has submitted the attached to renew the contract and has included an annual renewal. BBG proposes set fees for various items as shown on the proposed contract and fee schedule.

Staff recommends approval of the proposed renewal with BBG.



February 6, 2023

Karen Glynn, Acting City Manager
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

RE: Intent to Renew Agreement entered into on February 22, 2022 by and between City of Bunker Hill Village, Texas, (City) and TX BBG Consulting, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant).

Agreement initial term will complete on February 22, 2023 and allows for extension by mutual consent. It is the intent of both parties to extend this Agreement for an additional term of February 23, 2023 through February 23, 2024.

All other provisions and pricing of the Agreement shall remain in effect, to the extent not modified by this letter.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO
TX BBG Consulting, Inc.

February 06, 2023

Date

Signature
City of Bunker Hill Village, Texas

Date

Name & Title
City of Bunker Hill Village, Texas

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS

HARRIS COUNTY

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

TX BBG Consulting, Inc.
Kevin Taylor, President
201 Westheimer Rd #G
Houston TX 77006
P: 310-308-2177
Ktaylor@BBGcode.com

Hereinafter called “**Consultant**”.

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

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

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

SECTION I SCOPE OF AGREEMENT

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

SECTION II CHARACTER AND EXTENT OF SERVICES

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

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

SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before **March 8, 2022** through **March 8, 2024** and may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

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

SECTION IV COMPLIANCE AND STANDARDS

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

SECTION V THE CONSULTANT'S COMPENSATION

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

SECTION VI TIME OF PAYMENT

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

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

SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

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

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

TX BBG Consulting, Inc.
ATTN: Kevin Taylor
201 Westheimer Rd #G
Houston, TX 77006
Ktaylor@BBGcode.com

**SECTION VIII
SUCCESSORS AND ASSIGNS**

The **City** and the **Consultant** bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **City** nor the **Consultant** shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION IX
MEDIA**

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

**SECTION X
MODIFICATIONS**

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

**SECTION XI
AUTHORITY OF CITY ADMINISTRATOR**

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

SECTION XII MISCELLANEOUS

1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
2. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the City or general public concerning **professional services** by **Consultant** shall be responded to within one business day by the **Consultant**.
3. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
4. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
6. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
7. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Harris County, Texas, which is the county in which the principal administrative office of City is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Harris County, Texas.
8. Insurance. Consultant agrees to name the City and its interests as a certificate holder on consultant's insurance policy per attached document.
9. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the **City**.
10. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel"

means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

11. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the **Consultant** represents and certifies that, at the time of execution of this Agreement neither the **Consultant**, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

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

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

DONE at City of Bunker Hill
Village, Texas on the _____ day of _____, 2022.

By: _____
Robert P. Lord
Mayor

Date

ATTEST:

By: _____
Karen H. Glynn
Acting City Secretary

Date

CONSULTANT

By: _____
Kevin Taylor
President TX BBG Consulting, Inc.

Date

Exhibit “A”

Scope of Services

- A. Plan Review.** All reasonable efforts shall be made by TX BBG Consulting to perform plan reviews when, at the request of the City, there is a need for immediate services. Digital plans shall be sent by a link or shared directory for review and paper plan sets shall be picked up by BBG within 48 hours from the time of notification from the City. BBG shall return the plans to the City with typed comments within eight (8) business days from the original date of notification. Plan review services shall be performed for a fee as detailed in Table 1 of Exhibit B.
- B. Building Official and City Planner Services.** Building Official and City Planner, Services. The Consultant shall provide the City of Bunker Hill Village with a qualified Building Official and City Planner to perform duties, as needed, to assist the Building Department in implementing procedures to make the building department more effective, advise and assist on zoning ordinance review & edits, project management, or other services as requested. Consultant’s staff shall make a diligent effort to recommend and implement agreed upon improvements. The city from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. The final interpretive authority rests with the City. The services detailed shall be performed at an hourly rate for a fee as detailed in Table 2 of Exhibit B.
- C. Inspections.** Inspections shall be performed on an “as-needed” basis, upon notification of inspection request from the City. All reasonable efforts shall be made by TX BBG Consulting to perform inspections when, at the request of the City, there is a need for immediate services. Such inspections shall be performed at no additional cost to the City. TX BBG Consulting will provide next-day inspection services for all inspection requests received before 5 p.m. The services detailed shall be performed at an hourly rate for a fee as detailed in Table 3 of Exhibit B.

Exhibit "B" Fee Details

Table 1. Plan Review Services

Plan Review Services	
Service	Fee
Plan Review – New Residential	\$550 per Residential New Home (includes two resubmittal reviews) & \$100 per subsequent submittal after two
All remodels and additions.	\$175 per project (includes two resubmittal review) & \$50 per subsequent submittal after two
Miscellaneous permit reviews (solar panels, generators).	\$70 per project (includes two resubmittals) & \$50 per subsequent submittal after two

Table 2. Hourly Rates

Building Official, & Planner Services	
Building Official	\$95.00/hr
Senior Planner	\$105.00/hr
Planner II	\$ 65.00/hr
Permit Clerk	\$ 45.00/hr

Table 3. Inspection Services

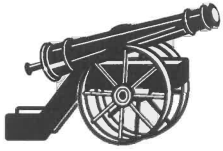
Service	Totals
Inspection Services	\$30.00 per inspection

Reduced Cost



Better Service

BBG CONSULTING, INC.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date:	February 21, 2023
Agenda Item:	XIII
Subject/Proceeding:	CONSIDERATION AND POSSIBLE ACTION TO APPROVE A FINAL PLAT FOR 8 VALLEY FORGE
Exhibits:	Location Map Final Plat
Approval(s):	Karen Glynn, Acting City Secretary/ Community Development Gerardo Barrera, City Administrator

Executive Summary

Plans for construction of a new home at 8 Valley Forge were submitted for review. During the plan review process, it was found that no final plat was ever recorded with Harris County. The property does not qualify for a short form final plat as the property does not lie within an existing public street circulation. Valley Forge is considered as a private street.

A Preliminary Plat for the property was presented to the Planning and Zoning Commission on January 24, 2023. The Commission recommended that the platting process move forward to the next step with the submission of a Final Plat. A Final Plat will be presented to the Commission on February 21, 2023.

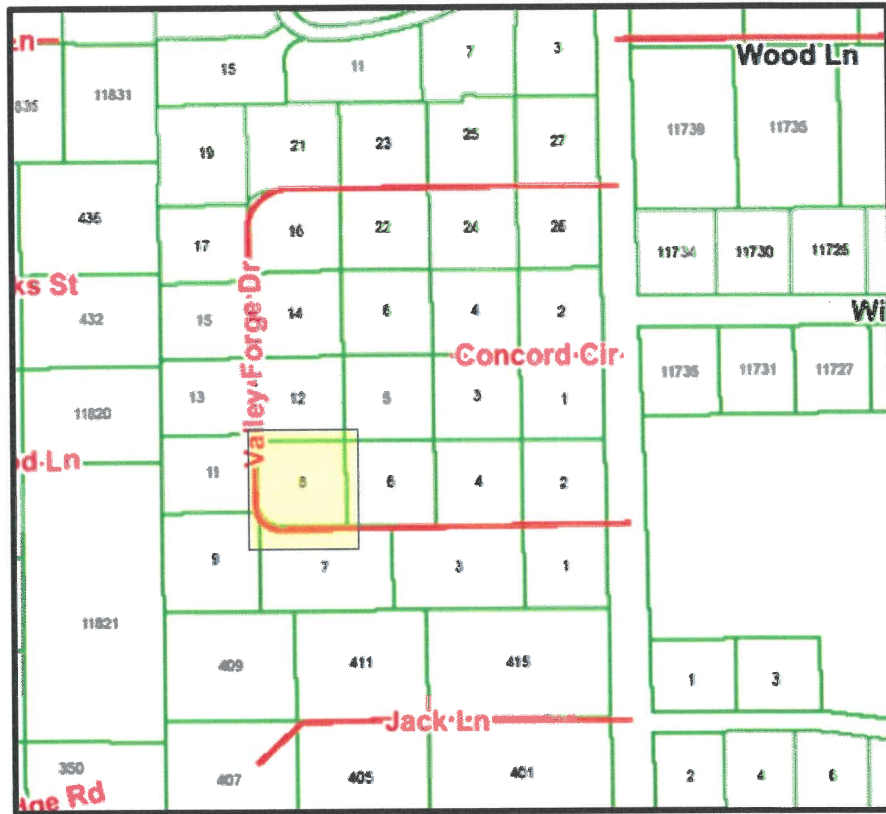
Staff, as well as the City's platting consultant, have reviewed the Final Plat and finds the plat meets all requirements of the City's Ordinances.

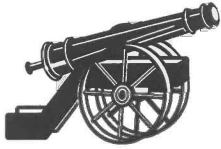
8 Valley Forge

Location Map

8 Valley Forge

Location Map





CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023

Agenda Item: XIV

Subject/Proceeding: Budget Amendment

Exhibits: Ordinance No. 23-599
Fiscal Year 2023 Budget Amendment No. 2 and No. 3

Approval(s): Susan Grass, Finance Director
Gerardo Barrera, City Administrator

Executive Summary

City Staff is submitting for City Council consideration and approval a budget amendment to the Fiscal Year 2023 Budget.

The City budgeted in 2022 and 2023 for Capital Projects General Fund and Utility Construction Fund based on a projected percentage of completion at year end. The amounts proposed for the 2023 year are funds not expended in the 2022 year and will fall to the fund balance in 2022.

Staff recommends amending the 2023 budget to include the following:

General Fund Construction

\$20,234	Gessner Northbound & Memorial
\$15,004	Taylorcrest Ct Landscaping
\$274,937	Facilities – Public Works Building

Utility Fund Construction

\$510,576	Facilities – Public Works Building
\$ 53,900	Landscaping at Water Well #5 Site

Staff recommends approval of Ordinance No. 23-599 to reconcile these line items.

ORDINANCE NO. 23-599

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 2 AND NO. 3 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2023; PROVIDING DETAILED LINE-ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the City of Bunker Hill Village Budget for the Fiscal Year 2023 was adopted within the time and in the manner required by State law; and

WHEREAS, the City Council finds and determines that the proposed change in the budget is necessary; and

WHEREAS, the City Council finds and determines that the proposed change in the budget are for municipal purposes, and that the amendment of the budget constitutes a matter of public necessity requiring adoption of the amendment to the budget at this time; now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF BUNKER HILL VILLAGE, TEXAS:**

Section 1. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. The City of Bunker Hill Village Budget for the fiscal year 2023 is hereby amended by the adoption of “**Amendment No. 2 and No. 3 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2023,**” a copy of which is attached hereto. The “Amendment No. 2 and No. 3 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2023” shall be attached to and made a part of the Original Budget by the City Secretary; and filed as required by State law.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this the 21st day of February 2023.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

**CITY OF BUNKER HILL VILLAGE
ADOPTED 2023 BUDGET
CAPITAL PROJECTS GENERAL FUND**

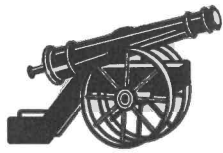
AMENDMENT NO 2

Acct. # Description			2023 Adopted	2023 No. 2 Amendment	Change
CAPITAL PROJECTS GENERAL FUND EXPENDITURES					
06	9084.03	Gessner Northbound & Memorial	\$ 850,000	\$ 870,234	\$ 20,234
06	9184.05	Taylor Crest Ct Landscaping		\$ 15,004	\$ 15,004
06	9191	Facilities	\$ 137,500	\$ 412,437	\$ 274,937
06	3010	FUND BALANCE		\$ (310,175)	\$ (310,175)
TOTAL CAPITAL PROJECTS GENERAL FUND EXP.			\$ 987,500	\$ 987,500	\$ 0

**CITY OF BUNKER HILL VILLAGE
ADOPTED 2023 BUDGET
CAPITAL PROJECTS UTILITY FUND**

AMENDMENT NO 3

Acct. # Description			2023 Adopted	2023 No. 3 Amendment	Change
CAPITAL PROJECTS GENERAL FUND EXPENDITURES					
07	9191	Facilities	\$ 212,500	\$ 723,076	\$ 510,576
16	6410	Landscaping	\$ -	\$ 53,900	\$ 53,900
07	3010	Fund Balance		\$ (510,576)	\$ (510,576)
16	3010	Fund Balance		\$ (53,900)	\$ (53,900)
TOTAL CAPITAL PROJECTS GENERAL FUND EXP.			\$ 212,500	\$ 212,500	\$ -



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: February 21, 2023

Agenda Item: XV

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENTS THAT EXCEED \$150,000.00

Exhibits: JLA Construction Solutions, Application for Payment No. 4
Alsay Inc., Pay Estimate No. 10 and Final (including retainage)

Approval(s): Gerardo Barrera, City Administrator

Executive Summary

Large expenditures, over \$150,000.00 are considered for action on the regular agenda versus the consent agenda. The City has received two invoices this month that meet this consideration:

- A. JLA Construction Solutions Application for Payment No. 4 in the amount of \$401,593.00 for Public Works and Disaster Operations Building construction work completed from January 1, 2023 through January 31, 2023.
- B. Alsay Inc., Monthly Estimate No. 10 and Final (including retainage) in the amount of \$230,313.00 for Water Well No. 5 construction work completed from December 30, 2022 through January 27, 2023.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 2

TO OWNER: City of Bunker Hill Village
11977 Memorial Dr
Houston, TX 77024

PROJECT: City Hall Two Story Addition
Public Works and Disaster Operations Bld
11977 Memorial Dr.
Houston, TX 77024

APPLICATION NO: Four (4)
APPLICATION DATE: Distribution to Owner

PERIOD FROM: 11/1/22
PERIOD TO: 1/31/23

FROM CONTRACTOR: JLA Construction Solutions
15825 SH 249, Suite #24
Houston, Texas 77086

VIA ARCHITECT: PGAL, Inc.
3131 Briarpark Dr. Ste 200
Houston, TX 77042

PROJECT NO: 1005980

OWNER
 ARCHITECT
 CONTRACTOR



CONTRACT FOR: General Construction

CONTRACT DATE: 6/21/22

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1741514.00
 2. Net change by Change Orders \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1741514.00
 4. TOTAL COMPLETED & STORED TO DATE \$ 916485.00
 (Column G on G703)

5. RETAINAGE:

a. \$ % of Completed Work \$ 45824.25
 (Column D + E on G703)

b. % of Stored Material \$
 (Column F on G703)

Total Retainage (Lines 5a + 5b or
 Total in Column I of G703) \$ 45824.25

6. TOTAL EARNED LESS RETAINAGE \$ 870660.75
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR
 PAYMENT (Line 6 from prior Certificate) \$ 469067.25

8. CURRENT PAYMENT DUE \$ 401593.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 870853.25
 (Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JLA CONSTRUCTION SOLUTIONS LLC

By: *[Signature]*

State of: TX County of: Harris
 Subscribed and sworn to before me this 3rd day of February 2023
 Notary Public: *[Signature]*
 My Commission expires: 5.04.2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 401,593.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *[Signature]* Date: February 6, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Bunker Hill Village – Public Works & Disaster Operations Building

Job No: PGAL Inc. #1005980

On receipt by the signer of this document of a check from City of Bunker Hill Village (maker of check)

in the sum of \$ 401593.50

payable to JLA Construction Solutions LLC

(payee or payees of check) and when the check has been property endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic’s lien right, and any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer’s position that the signer has on

the property of City of Bunker Hill Village, (owner)

located at 11977 Memorial Drive. Houston, TX 77024 (location)

to the following extent: Pay App #4 – February 2023

General Construction & Construction Management (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Bunker Hill Village, TX (person with whom signer contracted)

as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer’s laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s)."

Date: 02,03/23 JLA Construction Solutions LLC Company Name

By: [Signature] President (Signature) (Title)

This instrument was acknowledged and executed before me this 3rd day of Feb, 20 23.

By: John Alvarez



[Signature] Public Notary

My commission expires: _____

Langford Engineering, Inc.
1080 West Sam Houston Parkway North, Suite 200
Houston, Texas 77043

MONTHLY ESTIMATE NO. 10 & FINAL
200-020, Contract No. 1A

Bunker Hill Village

Construction of Water Well No. 5

30-Dec-22

Thru

27-Jan-23

Owner: City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

Contractor: **Alsay, Inc.**
6615 Gant Road
Houston, Texas 77066

Contract 1	150 Calendar Days	Extensions:	477 Calendar Days
Total Time:	627 Calendar Days	Time Used:	627 Calendar Days
Contract Dated:	26-Mar-2021		
Work Order Dated:	10-May-2021		
Completion Date:	21-Feb-2023	(Scheduled) (Actual)	
Percent Time Used:	100%		
Percent Complete:	100%		
Current Contract:	\$2,119,530.00		

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
Base Bid - Mobilization								
1.	Mobilization of Equipment, Materials, and Personnel on Site	1	L.S.	1	0	1	\$ 200,000.00	\$200,000.00
2.	Demobilization of Equipment, Materials, and Personnel on Site, Including Minor Restoration of Site, and Improvements to Existing Conditions in Preparation of Work Under Separate Contract (Contract 1 R) Complete in Place	1	L.S.	1	0	1	\$ 30,000.00	\$30,000.00
Base Bid - Water Well								
3.	Drill, Collect Drill Cuttings, and Perform Geophysical Logging of Test Hole with Total Depth of 1,400 Feet for Water Well No. 5, Plus Two Temporary Test Well Water Samples in Test Hole as Specified and Shown on the Plans							
3a.	Drill 1,400 ft. Test Hole and Perform Geophysical Logging	1	L.S.	1	0	1	\$ 220,000.00	\$220,000.00
3b.	Temporary Test Well Water Samples	2	L.S.	1	1	2	\$ 40,000.00	\$80,000.00
4.	24" x 18", Two-Piece Gravel Pack Water Well Drilling Construction, Testing, and Two (2) Water Sampling Operations (Total Depth 1,120'), with Base Bid of 24" Casing (640'), 18" Blank Liner, (0.500" Wall), (380'), and 18" Screen (180'), as Specified and Shown on the Plans							
4a.	Ream Hole, Install 24" Casing (640') Cement in Place	1	L.S.	1	0	1	\$ 300,000.00	\$300,000.00
4b.	Under-Ream Below Casing, Install 18" Blank Liner (380'), Gravel Pack	1	L.S.	1	0	1	\$ 200,000.00	\$200,000.00
4c.	Under-Ream Below Casing, Install 18" Screen (180') Gravel Pack	1	L.S.	1	0	1	\$ 300,000.00	\$300,000.00
4d.	Agitate and Develop Well With Drilling Rig	1	L.S.	1	0	1	\$ 80,000.00	\$80,000.00
4e.	Develop Well With Test Pump	1	L.S.	1	0	1	\$ 60,000.00	\$60,000.00
4f.	Perform Pump Step Tests and 36-Hour Test	1	L.S.	1	0	1	\$ 60,000.00	\$60,000.00
4g.	Collect Water Samples and Perform Water Analysis per TCEQ Requirements	1	L.S.	1	0	1	\$ 5,000.00	\$5,000.00

5.	1,700 GPM Pump (TDH - 575') with 540' of 10" Pump Column, Airline Tube (0.365" Wall), Discharge Elbow and Accessories Including Two (2) Column Check Valves, SME Head Exchanger 400 HP Motor (Compatible with Minimum 400 HP Motor Starter. Starter and Controls to be Provided by Others), 1,800 RPM (4 Pole), 460 V, Temporary Wiring, Temporary Conduit (Sized Accordingly), Including Foundation, All Required Appurtenances, Well Pump Start-Up, as Specified, and Shown on the Plans							
	5a. Provide and Install 1,700 GPM Pump and 400 HP Motor (Submersible) with 540' of 10" Pump Column Assembly; Temp. Wiring and Conduit	1	L.S.	1	0	1	\$ 382,000.00	\$382,000.00
	5b. Well Foundation	1	L.S.	1	0	1	\$ 15,000.00	\$15,000.00
	5c. Well Start-Up	1	L.S.	1	0	1	\$ 3,000.00	\$3,000.00
6.	Furnish, Install, and Remove Temporary Self-Supporting Acoustical Sound Wall System 24' in Height and a Base Bid Liner Length of 334' as Shown and Described on Plans and Specifications							
	6a. Furnish & Install Temp. Acoustical Sound Wall - 24' Ht. x 334' Length	1	L.S.	1	0	1	\$ 60,000.00	\$60,000.00
	6b. Remove Temp. Sound Wall	1	L.S.	1	0	1	\$ 20,000.00	\$20,000.00
7.	All Work, Materials, and Labor Associated with Installation of Temporary Power Pole, Including Temporary Yard Underground Duct Banks from New Permanent Center Point Power Pole Within Designated Utility Easement, Temporary Electrical Panel, and Equipment per Local and State Regulations, Including Coordination with Owner's Utility Provider, as Shown and Described on Plans	1	L.S.	0	0	0	\$ 135,000.00	\$0.00
8.	All Work, Materials, and Labor to Install and Maintain Proposed Temporary Security Fencing and Storm Water Pollution Prevention Plan (SWPPP) Items, per Plans and Specifications	1	L.S.	1	0	1	\$ 10,000.00	\$10,000.00

9.	All Work, Materials, and Labor for Plugging and Abandonment of Existing CBHV Water Well No. 2 at City Hall Water Plant, Consisting of a 12" Surface Casing to a Depth of 1,050', and a 6" Well Screen from a Depth of 1,050' - 1,632' (see Exhibit for Well Location), per TDLR and TCEQ Regulations and Specifications	1 L.S.	1	0	1 \$	30,000.00	\$30,000.00
Supplementary Items							
S-1.	Add or Deduct per Foot of Test Hole Drilled, Complete Depth, Above or Below 1,400 Feet Base Depth	Per Foot	0	0	0 \$	100.00	\$0.00
S-2.	Add Cost of Performing and Proving Test Hole Spectral Gamma Ray Log	Per L.S.	0	0	0 \$	3,500.00	\$0.00
S-3.	Add or Deduct of Each Optional Test Hole Water Sampling and Testing Operation, Complete in Place (Note that Two Temporary Test Well Water Sampling are Included in Base Bid)	Per Each	1	0	1 \$	40,000.00	\$40,000.00
S-4.	Add or Deduct per Hour of Pumping for Test Hole Water Sampling Operation, Above or Below 36 Hours	Per Hour	0	0	0 \$	400.00	\$0.00
S-5.	Add per Lump Sum, Complete in Place, Installing a 30 Foot Portland Cement Plug in Test Hole	Per L.S.	1	0	1 \$	10,000.00	\$10,000.00
S-6.	Add or Deduct per Foot of 24" Surface Casing (0.500" Wall) Complete in Place, Above or Below 640 Feet Base Depth	Per Foot	5	0	5 \$	120.00	\$600.00
S-7.	Add or Deduct per Foot of 18" Blank Liner (0.500" Wall), Underream (if Applicable), and Gravel Pack Complete in Place Above or Below 380' Base Length	Per Foot	(48)	0	(48) \$	90.00	(\$4,320.00)
S-8.	Add or Deduct per Foot of 18" Screen (0.500" Wall), Underream (If Applicable) and Gravel Pack, Complete in Place, Above or Below 180 Feet Base Length	Per Foot	101	0	101 \$	250.00	\$25,250.00
S-9.	Deduct per Lump Sum for Alternate 20" x 14", Two-Piece Gravel Pack Water Well Drilling (Total Depth 1,400 Feet), Construction, Testing, and Two (2) Water Sampling Operations with Alternate of 20" Casing (640 Feet), 14" Blank Liner (0.500" Wall (380 Feet), and 14" Screen (180') in Lieu of Base Bid 24" x 18" Well in Item No. 4, Per Lump Sum	Per L.S.	0	0	0 \$	(50,000.00)	\$0.00

S-10.	Add or Deduct per Foot of 20" Surface Casing (0.500" Wall) Completed and Cemented in Place, Above or Below 640' Base Depth	Per Foot	0	0	0 \$	95.00	\$0.00
S-11.	Add or Deduct per Foot of 14" Blank Liner (to 500"Wall), Underream (if Applicable) and Gravel Pack, Complete in Place, Above or Below 380' Base Length	Per Foot	0	0	0 \$	70.00	\$0.00
S-12.	Add or Deduct per Foot of 14" Screen (0.500" Wall), Underream (if Applicable), and Gravel Pack Complete in Place, Above or Below 180' Base Length	Per Foot	0	0	0 \$	210.00	\$0.00
S-13.	Add or Deduct per Foot of 12" PVC Water Level Pipe Complete in Place, Above or Below 540' Base Depth	Per Foot	0	-20	-20 \$	2.00	(\$40.00)
S-14.	Add or Deduct per Foot of 0.25" Stainless Steel Airline and all Fittings Complete in Place, Above or Below 540' Base Depth	Per Foot	0	-20	-20 \$	3.00	(\$60.00)
S-15.	Add or Deduct per 10' Foot Section of 10" or 12" (0.365" Wall) Pump Column, Airline Tube, Complete in Place, with Submersible Cable, Above or Below 540' Base Depth	Per 10' Foot Section	0	0	0 \$	2,500.00	\$0.00
S-16.	Add or Deduct per 20 Foot Section of 10" or 12" (0.365" Wall), Pump Column, Airline Tube, Complete in Place with Submersible Cable Above or Below 540' Base Depth	Per 20' Foot Section	0	-1	-1 \$	4,500.00	(\$4,500.00)
S-17.	Add or Deduct per Stage of Cast Iron Pump Bowl, Complete in Place, Above or Below the Number Required to Meet the Base Bid Design Shown on this Proposal	Per Stage	0	0	0 \$	3,000.00	\$0.00
S-18.	Add or Deduct per Stage of Ductile Iron Pump Bowl, Complete in Place, Above or Below the Number Required to Meet the Base Bid Design, Conditions Shown on this Proposal	Per Stage	0	0	0 \$	3,500.00	\$0.00
S-19.	Add per Lump Sum, Complete in Place, Plugging and Abandonment of Test Home per TDLR and TCEQ Regulations and Specifications	Per L.S.	0	0	0 \$	10,000.00	\$0.00
S-20.	Add per Lump Sum, Complete in Place, Plugging and Abandonment of Production Well per TDLR and TCEQ Regulations and Specifications	Per L.S.	0	0	0 \$	10,000.00	\$0.00

S-21.	Deduct per Lump Sum to Decrease Pump Motor Size from 400 HP Motor Size to 350 HP, Including all Necessary Electrical Equipment Changes and Labor	Per L.S.	0	1	1 \$	(15,000.00)	(\$15,000.00)
S-22.	Add per Lump Sum to Increase Pump Motor Size from 400 HP Motor Size to 450 HP Motor Size, Including all Necessary Electrical Equipment, Changes, and Labor	Per L.S.	0	0	0 \$	70,000.00	\$0.00
S-23.	Add or Deduct per Lump Sum (540 Feet), Complete in Place, to Install CS Hydril 1.25" Water Level Pipe in Lieu of Base Bid Specified, 1.25" PVC Water Level Pipe	Per L.S.	0	0	0 \$	10,000.00	\$0.00
S-24.	Add or Deduct per 20 Foot Section of Temporary Self-Supporting Acoustical Sound Wall System, 24 Feet Height, Complete in Place, Above or Below 334 Feet Base Length	Per L.S.	0	0	0 \$	2,750.00	\$0.00
S-25.	Center Point Energy Installation Service Drop Connection Allowance. City of Bunker Hill Village Shall Pay Exact Amount Once Provided with Ticket Invoice Documentation	Per L.S.	0	0	0 \$	5,000.00	\$0.00
S-26.	Add or Deduct per Hour of Pumping Test Time Above or Below than 95 Hours, Complete in Place	Per Hour	0	0	0 \$	300.00	\$0.00
Change Order No. 1							
1.	Relocating the sound wall on site	1 L.S.	1	0	1 \$	12,600.00	\$12,600.00

Summary of Work to Date

Work Performed to Date	\$2,119,530.00
Less 0% Retainage	\$0.00
Net Amount Earned to Date	<u>\$2,119,530.00</u>
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	<u>\$0.00</u>
Subtotal Work Completed and Materials Stored	<u>\$2,119,530.00</u>
Less Previous Payments	<u>\$1,889,217.00</u>
AMOUNT DUE THIS ESTIMATE	<u>\$230,313.00</u>

Summary of Adjusted Contract

Original Contract Amount	\$2,301,390.00
Change Order No. 1	\$ 12,600.00
Change Order No. 2 & FINAL	<u>\$ (194,460.00)</u>
CURRENT CONTRACT AMOUNT	<u>\$2,119,530.00</u>

Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon

Recommended for Payment:

By: 
Langford Engineering, Inc.

Date: 2/10/2023

Accepted:

By: 
Alsay, Inc. *Stuart Natarano*

Date: 2-13-2023

Approved:

By: 
Bunker Hill Village

Date: 2/16/23

Distribution: Bunker Hill Village (1)
Alsay, Inc. (1)
Langford Engineering, Inc. (1)

ALSAY INCORPORATED

6615 Gant

Houston, Texas 77066

TO: Langford Engineering, Inc.
 1080 W. Sam Houston Pkwy. N.
 Suite 200
 Houston, Texas 77043-5014

Invoice No.: 9687
 DATE: 1/27/2023
 Payment Application No: 10 (FINAL)
 FROM: 5/17/2021 to 1/31/2023

City of Bunker Hill Village - Construction of Water Well No. 5
 ORIGINAL CONTRACT: \$2,301,390.00
 CONTRACT ADJUSTMENTS: \$12,600.00
 ADJUSTED CONTRACT: \$2,313,990.00

Item No.	Description of Work	QTY	Unit	Unit Price	Scheduled Value	Previous Application	THIS APPLICATION Work in Place	Stored Material	Total Complete & Stored to Date	Percent Complete	Balance to Complete	Retainage
BASE BID ITEMS												
1	Mobilization	1	LS	200,000.00	\$200,000.00	200,000.00	\$0.00		\$200,000.00	100.00%	\$0.00	\$ -
2	Demobilization; minor restoration and improvements	1	LS	30,000.00	30,000.00	30,000.00	-		30,000.00	100.00%	0.00	-
3a	Drill 1400 ft. test hole and perform geophysical logging	1	LS	220,000.00	220,000.00	220,000.00	-		220,000.00	100.00%	0.00	-
3b	Temporary test well water samples	2	LS	40,000.00	80,000.00	40,000.00	40,000.00		80,000.00	100.00%	0.00	-
4a	Ream hole, install 24" casing (640') cement in place	1	LS	300,000.00	300,000.00	300,000.00	-		300,000.00	100.00%	0.00	-
4b	Under-ream below casing, install 18" blank liner (380'), gravel pack	1	LS	200,000.00	200,000.00	200,000.00	-		200,000.00	100.00%	0.00	-
4c	Under-ream below casing, install 18" screen (180'), gravel pack	1	LS	300,000.00	300,000.00	300,000.00	-		300,000.00	100.00%	0.00	-
4d	Agitate & develop well with drilling rig	1	LS	80,000.00	80,000.00	80,000.00	-		80,000.00	100.00%	0.00	-
4e	Develop well with test pump	1	LS	60,000.00	60,000.00	60,000.00	-		60,000.00	100.00%	0.00	-
4f	Perform pump step tests and 36-hour test	1	LS	60,000.00	60,000.00	60,000.00	-		60,000.00	100.00%	0.00	-
4g	Collect water samples and perform water analysis per TCEQ requirements	1	LS	5,000.00	5,000.00	5,000.00	-		5,000.00	100.00%	0.00	-
5a	Provide & install 1700 GPM pump and 400 HP motor (submersible) with 540' of 10" pump column assy.; temp. wiring & conduit	1	LS	382,000.00	382,000.00	382,000.00	-		382,000.00	100.00%	0.00	-
5b	Well foundation	1	LS	15,000.00	15,000.00	15,000.00	-		15,000.00	100.00%	0.00	-
5c	Well start-up	1	LS	3,000.00	3,000.00	3,000.00	-		3,000.00	100.00%	0.00	-
6a	Furnish & install temp. acoustical sound wall - 24' ht. x 334' length	1	LS	60,000.00	60,000.00	60,000.00	-		60,000.00	100.00%	0.00	-
6b	Remove temp. sound wall	1	LS	20,000.00	20,000.00	20,000.00	-		20,000.00	100.00%	0.00	-


Item No.	Description of Work	QTY	Unit	Unit Price	Scheduled Value	Previous Application	THIS APPLICATION Work in Place	Stored Material	Total Complete & Stored to Date	Percent Complete	Balance to Complete	0.00% Retainage
BASE BID ITEMS												
7	Install temp. power pole, yard underground duct banks, temp. elec. panel & equip., coordinate with owner's utility provider	1	LS	135,000.00	-	-	\$0.00	-	\$0.00	0.00%	\$0.00	\$0.00
8	Install & maintain temp. security fencing & SWPPP	1	LS	10,000.00	10,000.00	10,000.00	-	-	10,000.00	100.00%	0.00	-
9	Plug & abandon Well No. 2, per TDLR & TCEQ Regulations	1	LS	30,000.00	30,000.00	30,000.00	-	-	30,000.00	100.00%	0.00	-
SUPPLEMENTAL BID ITEMS												
S-1	Add/deduct pilot hole depth	1	FT	100.00	-	-	-	-	-	0.00%	0.00	-
S-2	Add for Spectralog	1	LS	3,500.00	-	-	-	-	-	0.00%	0.00	-
S-3	Add/deduct per test hole water sample	1	EA	40,000.00	40,000.00	40,000.00	-	-	40,000.00	100.00%	0.00	-
S-4	Add/deduct per hour of pumping for test hole water sampling	1	HR	400.00	-	-	-	-	-	0.00%	0.00	-
S-5	Add to install 30-ft. cement plug in test hole	1	LS	10,000.00	10,000.00	10,000.00	-	-	10,000.00	100.00%	0.00	-
S-6	Add/deduct 24" casing more/less than 640 ft. Actual = 645'	1	FT	120.00	120.00	600.00	-	-	600.00	500.00%	(480.00)	-
S-7	Add/deduct 18" blank liner more/less than 380 ft. Actual = 332'	1	FT	90.00	90.00	(4,320.00)	-	-	(4,320.00)	-4800.00%	4,410.00	-
S-8	Add/deduct 18" SS screen more/less than 180 ft. Actual = 281'	1	FT	250.00	250.00	25,250.00	-	-	25,250.00	10100.00%	(25,000.00)	-
S-9	Deduct for Alternate 20" x 14" Well in lieu of 24" x 18" Well in Bid Item # 4	1	LS	(50,000.00)	-	-	-	-	-	0.00%	0.00	-
S-10	Add/deduct 20" casing more/less than 640 ft.	1	FT	95.00	-	-	-	-	-	0.00%	0.00	-
S-11	Add/deduct 14" blank liner more/less than 380 ft.	1	FT	70.00	-	-	-	-	-	0.00%	0.00	-
S-12	Add/deduct 14" SS screen more/less than 180 ft.	1	FT	210.00	-	-	-	-	-	0.00%	0.00	-
S-13	Add/deduct 1.25" PVC water level pipe more/less than 540 ft.	1	FT	2.00	(40.00)	(40.00)	(40.00)	(40.00)	(40.00)	100.00%	0.00	-
S-14	Add/deduct 0.25" SS airline & fittings more/less than 540 ft.	1	FT	3.00	(60.00)	(60.00)	(60.00)	(60.00)	(60.00)	100.00%	0.00	-

QTY	Unit	Unit Price	Scheduled Value	Previous Application	THIS APPLICATION Work in Place	Stored Material	Total Complete & Stored to Date	Percent Complete	Balance to Complete	0.00% Retainage
1	EA	2,500.00	-		-		-	0.00%	0.00	-
1	EA	4,500.00	(4,500.00)		(4,500.00)		(4,500.00)	100.00%	0.00	-
1	EA	3,000.00	-		-		-	0.00%	0.00	-
1	EA	3,500.00	-		-		-	0.00%	0.00	-
1	LS	10,000.00	-		-		-	0.00%	0.00	-
1	LS	10,000.00	-		-		-	0.00%	0.00	-
1	LS	(15,000.00)	(15,000.00)		(15,000.00)		(15,000.00)	100.00%	0.00	-
1	LS	70,000.00	-		-		-	0.00%	0.00	-
1	LS	10,000.00	-		-		-	0.00%	0.00	-
1	LS	2,750.00	-		-		-	0.00%	0.00	-
1	LS	5,000.00	-		-		-	0.00%	0.00	-
1	HR	300.00	-		-		-	0.00%	0.00	-
1	LS	12,600.00	12,600.00	12,600.00	-		12,600.00	100.00%	0.00	-
CHANGE ORDER										
CO1 Relocation of Sound Wall			\$2,098,460.00	\$2,099,130.00	\$20,400.00	\$0.00	\$2,119,530.00	101.00%	-\$21,070.00	\$0.00
			\$2,313,990.00							\$0.00

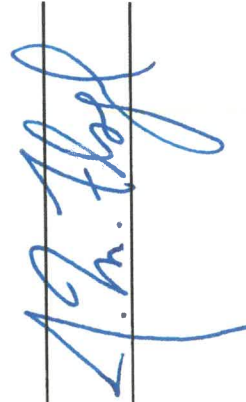
Adjusted Contract

WORK PERFORMED THIS ESTIMATE: \$20,400.00
 LESS RETAINAGE: 0.00%
 NET AMOUNT DUE THIS ESTIMATE: \$209,913.00

WORK PERFORMED TO DATE: \$2,119,530.00
 LESS RETAINAGE: 0.00%
 NET AMOUNT EARNED TO DATE: \$2,119,530.00
 LESS PREVIOUS PAYMENTS REQUESTS: \$1,889,217.00
 TOTAL AMOUNT DUE: \$230,313.00

Alsay Incorporated

 Stewart Natarus

Langford Engineering, Inc.
 Regulated By:
 Texas Department of Licensing & Regulation
 P.O. Box 12157
 Austin, Tx. 78711
 1-800-803-9202, 512-463-7880


 A.M. Floyd



ALSAYWATER.COM

FINAL WAIVER AND PARTIAL RELEASE OF LIEN RIGHTS OF
CONTRACTOR AND CERTIFICATION OF PAYMENTS

THE STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, The undersigned has performed labor or furnished materials or done both pursuant to the undersigned's contract with the City of Bunker Hill Village, hereinafter called "Owner", for improvements described as follows: Construction of Water Well No. 5 (LEI Job No. 200-020, Contract No. 1A); and,

WHEREAS, as a result of the foregoing, \$230,313.00 is due and payable to the undersigned from Owner for the period ending 1/27/23; and,

WHEREAS, the undersigned has been requested to acknowledge receipt from Owner of payment such sums as are due for the period ending 1/27/23 and to release and waive any liens or claims the undersigned may have or assert against Owner for such improvements and real property that have arisen by virtue of the undersigned's work in connection with such construction through said date

NOW, THEREFORE, based on payment of such sums due as of 1/27/23, the undersigned hereby waives, relinquishes, and releases its liens, claim rights, and charges of every nature whatsoever which have arisen by virtue of such labor (including all applicable local, state, and federal minimum prevailing wages) and/or materials furnished by the undersigned, including any and all mechanic's or materialmen's liens to the extent such monies owed have been paid, provided, however, such waiver, relinquishment and release shall not affect the undersigned's lien claims and rights with respect to sums which are not due and payable by the Owner to the undersigned, including sums retained by Owner as may be required by law or by the agreement between Owner and the undersigned or the undersigned's lien claims and rights for sums that become due to the undersigned after the above said date or which are now due for the performance by the undersigned in connection with the construction of such improvements pursuant to the agreement between Owner and the undersigned.

FURTHER, the undersigned hereby certifies that all claims and amounts from subcontractors and suppliers incurred by the undersigned have been paid for work for which previous certificates for payment were issued and payments received from Owner, and further that the undersigned, upon receipt of the sums requested in the current application for payment, will apply said money upon receipt thereof to the satisfaction of the current bills incurred during the time period covered by the current application payment, that all local, state, and federal taxes applicable to this contract or the work performed thereunder and not specifically assessed against the Owner have been paid or will be paid by the undersigned. The undersigned acknowledges the current payment due in the sum of \$230,313.00.



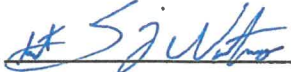
ALSAYWATER.COM

The foregoing representations are made to induce the Owner, to make payment of \$230,313.00 under said contract knowing that said Owner is relying upon the representations herein contained.

UNDERSIGNED:

Alsay Incorporated
Company Name

By: Stuart Natareno, General Manager
Name & Title

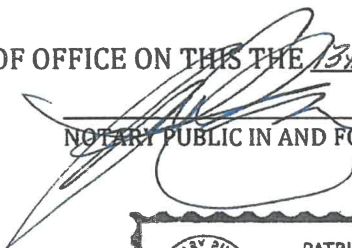

Signature

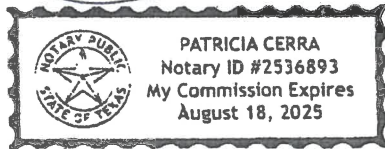
THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Stuart Natareno Of Alsay Incorporated, known to me to the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 13th day of February 2023.

My commission expires: 08.18.25


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



HOUSTON 6615 GANT ROAD HOUSTON, TEXAS 77066 281.444.6960 SAN ANTONIO 3659 SE LOOP 410 SAN ANTONIO, TEXAS 78222 210.636.1090