



CITY OF BUNKER HILL VILLAGE

NOTICE IS HEREBY GIVEN OF A SPECIAL MEETING OF THE BUNKER HILL VILLAGE CITY COUNCIL TO BE HELD ON WEDNESDAY, OCTOBER 2, 2024, AT 8:00 A.M. IN THE CITY HALL COUNCIL CHAMBERS AT 11977 MEMORIAL DRIVE, HOUSTON, TEXAS, FOR THE PURPOSE OF DISCUSSION, AND IF DEEMED ADVISABLE BY THE CITY COUNCIL, ACTION ON THE FOLLOWING:

“The Mayor, City Council and Staff of Bunker Hill Village are committed to governing with integrity and fiscal responsibility. We are dedicated to creating a sense of community, ensuring the safety and well-being of our citizens, and preserving our unique character and quality of life so that we can pass on a greater and more beautiful city to future generations.”

NOTICE OF MEETING BY TELEPHONE AND VIDEO CONFERENCE:

In accordance with Texas Government Code, Sec. 551.127, on a regular, non-emergency basis, Councilmembers may attend and participate in a meeting remotely by video conference. Should such attendance transpire, a quorum of the Council will be physically present at the location noted above on this agenda.

This meeting agenda, and the agenda packet, are posted online at
www.bunkerhilltx.gov

Join Zoom Meeting

<https://us06web.zoom.us/j/86467060335?pwd=1jT60HCgZ8Zkpk8S12ayuc0KEGGzJo.1>

Meeting ID: 864 6706 0335

Passcode: 805847

Dial by your location: +1 346 248 7799 US (Houston)

The public will be permitted to offer public comments by video conference as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS' COMMENTS

This is an opportunity for citizens to speak to council relating to agenda and non-agenda items. Comments are limited to three minutes. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer comments until such time the item is discussed. Speakers are required to address council at the microphone and give their name and address prior to voicing their concerns.

Note: To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. Items that cannot be referred to the city staff for action may be placed on the agenda of a future City Council meeting.

IV. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND RAMROD UTILITIES IN AN AMOUNT NOT TO EXCEED \$1,102,445.00 FOR SANITARY SEWER LINE REPLACEMENT ON BUNKER HILL ROAD AND GREENBAY DRIVE – *Elvin Hernandez, Public Works Director*

V. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND LANGFORD ENGINEERING IN AN AMOUNT NOT TO EXCEED \$47,500.00 TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR SANITARY SEWER LINE REPLACEMENT ON BUNKER HILL ROAD AND GREENBAY DRIVE– *Elvin Hernandez, Public Works Director*

VI. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 12 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS FOR THE FISCAL YEAR 2024; PROVIDING DETAILED LINE-ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT – *Susan Engels, Finance Director*

VII. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS FOR THE FISCAL YEAR 2025; PROVIDING DETAILED LINE-ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT – *Susan Engels, Finance Director*

VIII. CONSIDERATION AND POSSIBLE ACTION TO APPROVE BUDGET AMENDMENT 2024-01 FOR INTRA-BUDGETARY TRANSFERS RELATED TO CAPITAL EXPENDITURES, PERSONNEL EXPENDITURES, AND OPERATING EXPENDITURES FOR THE VILLAGE FIRE DEPARTMENT AS RECOMMENDED BY THE FIRE COMMISSION – *Gerardo Barrera, City Administrator*

IX. ADJOURN

I, Gerardo Barrera, City Administrator/ Acting City Secretary of the City of Bunker Hill Village certify that the above notice of meeting was posted in a place convenient to the general public in compliance with Chapter 551, Texas Government Code, by Friday, September 27, 2024, by 12:00 p.m.

(SEAL)



Gerardo Barrera, City Administrator/ Acting City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-467-9762 for further information.



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date: October 2, 2024
Agenda Item: IV
Subject: Sanitary Sewer Line Replacement
Exhibits: Services Agreement
Funding: Utility Construction Fund (07-00-00-9183.03) \$1,102,445.00
Presenter(s): Elvin Hernandez, Public Works Director

Executive Summary

At the July 24, 2024, meeting, Council approved a contract with Ram Rod Utilities for the cleaning and televising of sanitary sewer and storm sewer for Bunker Hill Rd. This work was needed to verify the existing conditions of both utility lines prior to the reconstruction work anticipated for Bunker Hill Rd.

Upon video review by Langford Engineering, it was discovered that the sanitary sewer lines under Bunker Hill Rd. and Greenbay Dr. were severely deteriorated and beyond their service life. Both the engineer and City staff concur and recommend the sanitary sewer lines under Bunker Hill Rd. and Greenbay Dr. be replaced. This totals approximately 5,400 linear feet of pipe.

In an effort to attain the best value and meet purchasing requirements, the use of interlocal cooperative agreements allows the City to leverage the purchasing potential and benefit through economies of scale. All contracts are competitively bid and awarded in compliance with State procurement requirements. The City requested proposals from Ram Rod Utilities for the replacement work.

The proposals are as follows (turnkey):

PROJECT	COST
Bunker Hill Rd - Static Pipebursting	\$ 854,980
Greenbay Ln - Static Pipebursting	\$ 247,465

The City has contracted with Ram Rod Utilities on several televising and underground repair projects, and have been responsive and provided competitive marking pricing for this type of work. Based on the contractor’s experience with similar projects, familiarity with the City, and satisfactory work, staff recommends approving a general services agreement contract in the amount not to

exceed \$1,102,445.00 for the replacement of the sanitary sewer lines underneath Bunker Hill Rd and Greenbay Dr.

The contract has been reviewed by the City Attorney.

Recommended Action

Staff recommends City Council approve a services agreement with Ram Rod Utilities in an amount not to exceed \$1,102,445.00 for the replacement of the sanitary sewer lines underneath Bunker Hill Rd. and Greenbay Dr.



**CITY OF BUNKER HILL VILLAGE, TEXAS
SERVICES AGREEMENT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

Description of Services: Sanitary Sewer Rehabilitation for Bunker Hill Rd and Greenbay

This Agreement is made and entered into by the **City of Bunker Hill Village, Texas** (referred to as the “City”), with an office at 11977 Memorial Drive, Houston, Texas, 77024 and, **RAMROD UTILITIES LLC.** (the “Company”), with an office at 26119 Interstate 45N, Suite 215, Spring, TX 77380. The City hereby engages the services of the Company as an independent contract for services described above, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ the Company and the Company agrees to perform the necessary services as set forth in Exhibits A and B, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and Exhibits A and B, the terms set forth in this Agreement shall control.
- 1.3. The parties shall comply with Applicable Laws in performing their respective obligations hereunder.
- 1.4. The Company shall perform the services set forth herein in accordance with the provisions of this Agreement, exercising the degree of skill and care ordinarily exercised by members of the Company’s profession in the geographic region.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. ***Either party may terminate this Agreement for any reason with thirty days (30) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the Constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require the City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Company and the City and no prior or contemporaneous oral or written agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

The Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld; however, such prior consent shall not be required for an assignment by the Company to a parent, subsidiary, affiliate, or successor.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Exhibits "A" and "B," up to an amount not to exceed **\$1,102,445.00**

6. INDEMNITY AND LIABILITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents, and employees of the City of Bunker Hill Village.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees, and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure, or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists, or which may hereafter arise upon the premises.

6.2. INDEMNITY

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY THIRD-PARTY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGES TO THE EXTENT ARISING OUT OF THE COMPANY'S NEGLIGENT WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

6.3. LIMIT OF LIABILITY

In the event that claims(s) raised by the City against the Company on account of this Agreement, or on account of the Services performed hereunder is/are covered under the Company's insurance policies required of hereunder, the Company shall not be responsible to the City for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Company by the City that are not covered by the insurance policies required hereunder, the Company's liability to the City shall not exceed an aggregate amount equal to twice the compensation paid to the Company by the City under this Agreement in the year in which such cause of action and/or claim is raised.

6.4. WAIVER OF DAMAGES

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

The Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence
(b) Commercial (Public)	Liability, including but not limited to:
a. Premises/ Operations	Combined Single Limit
b. Independent Contractors	
c. Personal Injury	
d. Products/Completed Operations	
e. Contractual Liability (insuring above indemnity provisions)	

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

- (c) Comprehensive Automobile Liability, in include coverage for:
 - a. Owned/Leased Automobiles
 - b. Non-owned Automobiles
 - c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

The Company understands that it is its sole responsibility to provide the required Certificates.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

The Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of the Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. COMPANY CERTIFICATIONS

The Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

The Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. The Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

10. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

11. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to the City may be sent to the following addresses:

City of Bunker Hill Village, Texas
11977 Memorial Drive
Houston, TX 77024
Attn: City Administrator

Notice to the Company may be sent to the following addresses:

RAMROD UTILITIES LLC.
Attn: Huey Phelps
26119 Interstate 45N, Suite 215,
Spring, TX 77380

12. INDEPENDENT CONTRACTOR

The relationship of the Company to the City is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between the Company and the City, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

13. FORCE MAJEURE

Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Agreement shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event. "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Agreement if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

14. WAIVER

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

AGREED to and ACCEPTED this 2nd day of October , 2024.

City of Bunker Hill Village, Texas

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary

Vendor: RAMROD UTILITIES LLC

Signature

Print Name

Title

EXHIBIT A



To: Elvin Hernandez
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024
ehernandez@bunkerhilltx.gov
c. (713) 467-9762

From: Huey Phelps
26119 Interstate 45N, Suite 215
Spring, Texas 77380
huey@ramrodutilities.com
c. (281) 809-3106

Date: 9/2/2024

Mr. Hernandez,

Thank you for contacting Ram Rod Utilities LLC. Attached with this letter, you will find our proposal as you have requested. We are Bonded and Fully insured to meet the project's requirement.

PROJECT INFORMATION:

File Submitted: Estimate #268

Site Location: Houston TX

Scope of Work: Ram Rod Utilities LLC will perform sanitary sewer rehabilitation utilizing the static bursting method on the lines listed in the table below.



Static Bursting

DESCRIPTION	QUANTITY	UNIT	PER UNIT PRICE	TOTAL
Mobilization	1	LS	\$4,375.00	\$0 (no mob)
P-13 to P-13A	1	LS	\$10,442.50	\$10,442.50
P-13A to P-11	1	LS	\$21,623.75	\$21,623.75
P-11 to P-8	1	LS	\$20,592.50	\$20,592.50
P-8 to P-8A	1	LS	\$29,592.50	\$29,592.50
P-8A to P-8B	1	LS	\$17,518.75	\$17,518.75
P-8B to P-7	1	LS	\$6,925.00	\$6,925.00
P-7 to P-14	1	LS	\$12,406.25	\$12,406.25
P-14 to P-14A	1	LS	\$33,406.25	\$33,406.25
P-14A to P-33	1	LS	\$17,187.50	\$17,187.50
P-33 to P-34	1	LS	\$18,500.00	\$18,500.00
P-34 to P-37	1	LS	\$21,218.75	\$21,218.75
P-37 to P-47	1	LS	\$21,312.50	\$21,312.50
P-47 to P-50	1	LS	\$15,500.00	\$15,500.00
P-50 to P-51	1	LS	\$21,500.00	\$21,500.00
P-51 to R-9	1	LS	\$34,406.25	\$34,406.25
R-9 to R-7	1	LS	\$11,750.00	\$11,750.00
R-7 to R-6	1	LS	\$44,906.25	\$44,906.25
R-6 to R-13	1	LS	\$41,093.75	\$41,093.75
R-13 to R-16	1	LS	\$49,437.50	\$49,437.50
R-16 to R-45	1	LS	\$37,065.00	\$37,065.00
R-45 to R-47	1	LS	\$30,165.00	\$30,165.00
R-47 to R-52	1	LS	\$48,450.00	\$48,450.00
R-52 to R-58	1	LS	\$33,730.00	\$33,730.00
R-58 to R-60	1	LS	\$56,500.00	\$56,500.00
Point Repair	10	EA	\$5,175.00	\$51,750.00
Dewatering Allowance (To be used when ground water is encountered, and only as approved by City of Bunker Hill)	1	LS	\$100,000.00	\$100,000.00
Manhole Rehabilitation	300	VF	\$160.00	\$48,000.00
TOTAL:				\$854,980.00



RAM ROD SCHEDULE:

Monday through Saturday 7AM to 5PM

Off on all Public Holidays.

PAYMENT:

Mobilization: Will be paid 100% upon completion of project.

Payment: Paid 100% upon completion of project, Net 30 Terms.

This proposal is good till 9/26/2024.

SPECIAL CONDITIONS:

Customer to provide permits and water usage.

If bond is required, there will be a 6% increase in overall cost.

Dewatering / Well-pointing is not included, a price will be submitted if encountered.

Thank you,

Huey Phelps

Huey Phelps – Project Manager
(281) 809-3106
huey@ramrodutilities.com

EXHIBIT B



To: Elvin Hernandez
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024
ehernandez@bunkerhilltx.gov
c. (713) 467-9762

From: Huey Phelps
26119 Interstate 45N, Suite 215
Spring, Texas 77380
huey@ramrodutilities.com
c. (281) 809-3106

Date: 9/12/2024

Mr. Hernandez,

Thank you for contacting Ram Rod Utilities LLC. Attached with this letter, you will find our proposal as you have requested. We are Bonded and Fully insured to meet the project's requirement.

PROJECT INFORMATION:

File Submitted: Estimate #274

Site Location: Houston TX

Scope of Work: Ram Rod Utilities LLC will perform sanitary sewer rehabilitation utilizing the static bursting method on the lines listed in the table below.



Static Bursting

DESCRIPTION	QUANTITY	UNIT	PER UNIT PRICE	TOTAL
Mobilization	1	LS	\$4,375.00	\$4,375.00
R-16 to R-19	1	LS	\$50,980.00	\$50,980.00
R-19 to R-20	1	LS	\$56,500.00	\$56,500.00
R-20 to R-21	1	LS	\$46,035.00	\$46,035.00
R-21 to R-26	1	LS	\$32,695.00	\$32,695.00
Dewatering Allowance (To be used when ground water is encountered, and only as approved by City of Bunker Hill)	1	LS	\$50,000.00	\$50,000.00
Manhole Rehabilitation	43	VF	\$160.00	\$6,880.00
TOTAL:				\$247,465.00



RAM ROD SCHEDULE:

Monday through Saturday 7AM to 5PM

Off on all Public Holidays.

PAYMENT:

Mobilization: Will be paid 100% upon completion of project.

Payment: Paid 100% upon completion of project, Net 30 Terms.

This proposal is good till 9/30/2024.

SPECIAL CONDITIONS:

Customer to provide permits and water usage.

If bond is required, there will be a 6% increase in overall cost.

Thank you,

Huey Phelps

Huey Phelps – Project Manager
(281) 809-3106
huey@ramrodutilities.com



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date:	October 2, 2024
Agenda Item:	V
Subject:	Sanitary Sewer Line Replacement Construction Management
Exhibits:	Services Agreement
Funding:	Utility Construction Fund (07-00-009183.03) \$47,500.00
Presenter(s):	Elvin Hernandez, Public Works Director

Executive Summary

Langford Engineering, Inc. (LEI) has been the City's Water/Wastewater On-Call Engineer for several years assisting City staff in the oversight and management of various projects. As part of the underground work to replace the sanitary sewer lines underneath Bunker Hill Rd. and Greenbay Dr., staff engaged LEI for a task-based proposal for the management and overview of the project. LEI will act as the City's representative to administer the project to ensure it is completed to satisfactory.

LEI has submitted a proposal for these services on a time-and-materials basis, with a maximum cost of \$47,500. The scope includes construction phase services, construction observation, and the preparation of record drawings. This is based on a 75-day construction contract for the sanitary sewer rehabilitation along Bunker Hill Rd. and Green Bay Dr.

The contract has been reviewed by the City Attorney.

Recommended Action

Staff recommends City Council approve a services agreement with Langford Engineering in an amount not to exceed \$47,500.00 to provide construction management for sanitary sewer line replacement on Bunker Hill Rd. and Greenbay Dr.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Bunker Hill Village (“Owner”)

and Langford Engineering, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for Sanitary Sewer Repairs on Bunker Hill Road and Greenbay Drive (“Project”).

Description of Engineer’s Services: In accordance with the attached “Scope of Proposed Work and Scope of Engineer’s Services”, engineering services related to Sanitary Sewer Repairs along Bunker Hill Road and Greenbay Drive, The Project, as shown in the attached. Engineering Services includes construction phase services, observation of construction, and provide Record Drawings at the completion of construction. Contractor is to repair the gravity sanitary sewer along Bunker Hill Road and Greenbay Drive and provide record drawings after the projects completion.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s

responsibilities as a licensed professional;
or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the

copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses is estimated to be \$ 47,500.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 8 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

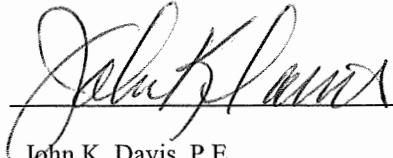
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____
Printed Name _____
Title: _____

Date Signed: _____

ENGINEER:

By: 
Printed Name John K. Davis, P.E.
Title: President

Date Signed: _____

License or Certificate No. and State PE No. 60688/TX
TBPE Firm No. 449

Address for giving notices:
City of Bunker Hill Village
11977 Memorial Drive
Houston TX 77024

Address for giving notices:
Langford Engineering, Inc. (TBPE F-449)
1080 W Sam Houston Pkwy N, Suite 200
Houston, TX 77043

LANGFORD ENGINEERING, INC.

City of Bunker Hill Village – Sanitary Sewer Repair along Bunker Hill Road and Greenbay Drive

Scope of Proposed Work and Scope of Engineer's Services

Scope of Proposed Construction Work

Sanitary Sewer Repair along Bunker Hill Road and Greenbay Drive – static pipe bursting of existing 10-inch, 12-inch, and 15-inch gravity sanitary sewer, point repair gravity sanitary sewer where necessary and reinstallation of sanitary sewer services where necessary.

Scope of Engineer's Services

BASIC SERVICES

Construction Phase

- A. Upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Proposal.* Consult with Owner and act as Owner's representative. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor.
 2. *Selecting Independent Testing Laboratory.* **Select and monitor** an independent testing laboratory to perform construction materials testing, if necessary.
 3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 5. *Baselines and Benchmarks.* As appropriate, assist the Owner in establishing baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer, but rather are

to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contractor's Proposal, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contractor's Proposal and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contractor's Proposal.
7. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contractor's Proposal or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contractor's Proposal.
8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contractor's Proposal as appropriate to the orderly completion of Contractor's work. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contractor's Proposal.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

11. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contractor's Proposal and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals. Engineer shall be entitled to rely on the results of such tests.
12. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contractor's Proposal pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work.
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs

incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contractor's Proposal, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

14. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor to obtain final payment.
 15. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work", stating, generally, that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

The proposal that was provided included the following:

1. Construction Phase Services – LEI will manage the contract on behalf of the CBHV. Including review all submittals, process any pay estimates, change orders, and time extensions. Issue the work order, and certificate of completion.
2. Observation of Construction - LEI will inspect the contractor as this project progresses. LEI is estimating that this project will take 75 calendar days with 4 hours a day of inspection. LEI will also schedule the inspection to once the construction is completed.
3. Record Drawings – LEI will provide record drawings to include all contractor markups for the Bunker Hill's and LEI records. LEI will also provide records for submittals and pay estimates and the bidding process to adhere to federal grant processes and audits.

Here is a cost breakdown of these tasks:

Project	CBHV Sanitary Sewer Rehab at Bunker Hill Road and Green Bay Drive
Item	
San CPS	\$ 6,500.00
San Observation	\$ 38,900.00
Record Drawings	\$ 2,100.00
Grand Total	\$ 47,500.00

APPENDIX 1

**LANGFORD ENGINEERING, INC.
2024 ENGINEERING SERVICES**

	PER HOUR BILLING RATE
Principal Engineer/Sr. Project Manager (P.E.)	\$220.00
Expert Witness (P.E.)	\$315.00
Project Manager/Project Engineer (P.E.)	\$152.00
Engineer II (EIT)	\$121.00
Engineer I (EIT/Graduate Engineer)	\$100.00
CAD Manager/Project Designer	\$105.00
CAD Technician, Level II	\$95.00
CAD Technician, Level I	\$78.00
Manager of Finance & Administration	\$115.00
Executive Assistant	\$95.00
Clerical	\$63.00
Field Project Representative	\$110.00

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.

Langford Engineering, Inc
 Houston, TX United States

Certificate Number:
 2024-1219355

Date Filed:
 09/25/2024

Date Acknowledged:

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.

200-032
 Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Davis, John	Houston, TX United States	X	
	Hardin, Timothy	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

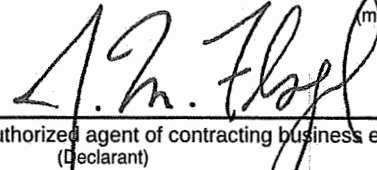
6 UNSWORN DECLARATION

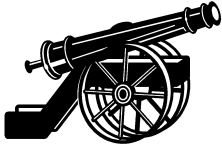
My name is Jacob Floyd, and my date of birth is 8/16/1983.

My address is 1080 W Sam Houston Pkwy N, Suite 200, Houston, TX, 77043, 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 24th day of Sept, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date:	October 2, 2024
Agenda Item:	VI-VII
Subject:	Budget Amendments
Exhibits:	Ordinance No. 24-634 – Fiscal Year 2024 Budget Amendment No. 12 Ordinance No. 24-635 – Fiscal Year 2025 Budget Amendment No. 1
Funding:	Fund Balance
Presenter(s):	Susan Engels, Finance Director

Executive Summary

City staff is presenting an amended budget for Fiscal Year 2024 to the City Council for consideration and approval. Amendment No. 12 to FY 2024 Budget aims to fund the Utility Underground project for the Bunker Hill Rd. and Greenbay Dr. Adopting the amended budget ensures the project expenses align with the Council approved plan.

Additionally, Amendment No. 1 to FY 2025 Budget reallocates funds from projects planned for 2025 to support the 2024 budget for the underground sanitary sewer work at Bunker Hill Rd. and Greenbay.

Recommended Action

Staff recommends Council take the following actions:

- Approve Ordinance No. 24-634 to amend the 2024 Adopted Budget
- Approve Ordinance No. 24-635 to amend the 2025 Adopted Budget

ORDINANCE NO. 24-634

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 12 THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2024; 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 2024 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 2024 is hereby amended by the adoption of “**Amendment No. 12 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2024,**” a copy of which is attached hereto. The “Amendment No. 12 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2024” 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 ORDAINED this the 2nd day of October, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary

CITY OF BUNKER HILL VILLAGE
2024 UTILITY FUND CONSTRUCTION FUND

AMENDMENT NO. 12

		2024 ADOPTED	2024 AMENDED	INCREASE/	
ACCOUNT #	DESCRIPTION	BUDGET WITH	BUDGET	DECREASE	
		AMENDMENTS			
Capital Outlay					
07	00-00-9183.03	Underground Utilities	137,500	1,218,000	1,080,500
07	00-00-9054	Chlorine Analyzer	90,000	-	(90,000)
07	00-00-9182.03	WP #2 Booster Pumps	40,000	-	(40,000)
07	00-00-3010	Fund Balance	(267,500)	(1,218,000)	(950,500)
TOTAL Capital Outlay			-	-	-
EXPENDITURES					-

ORDINANCE NO. 24-635

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 THE ORIGINAL BUDGET OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2025; 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 2025 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 2025 is hereby amended by the adoption of “**Amendment No. 1 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2025,**” a copy of which is attached hereto. The “Amendment No. 1 to the Original Budget of the City of Bunker Hill Village, Texas, for the Year 2025” 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 ORDAINED this the 2nd day of October, 2024.

Susan B. Schwartz, Mayor Pro-Tem

ATTEST:

Gerardo Barrera, City Administrator/ Acting City Secretary

CITY OF BUNKER HILL VILLAGE	AMENDMENT NO. 1
2025 UTILITY FUND CONSTRUCTION FUND	

ACCOUNT #	DESCRIPTION	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	INCREASE/ DECREASE	
Capital Outlay					
07	00-00-9180.02	Televising Concrete Lines	150,000	-	(150,000)
07	00-00-9180.04	Replacement of Concrete Lines	350,000	200,000	(150,000)
07	00-00-9182	Replacement of Water Lines	750,000	199,500	(550,500)
07	00-00-9192	Meter Replacement	100,000	-	(100,000)
07	00-00-3010	Fund Balance		950,500	950,500
TOTAL Capital Outlay			1,350,000	1,350,000	-
REVENUE OVER/(UNDER)					
EXPENDITURES					-



City of Bunker Hill Village
City Council
Agenda Request

Agenda Date: October 2, 2024
Agenda Item: VIII
Subject: VFD Budget Amendment
Exhibits: Budget Amendment 2024-01
Funding: N/A
Presenter(s): Gerardo Barrera, City Administrator
Keith Brown, Fire Commissioner

Executive Summary

At the September 25, 2024, the Fire Commission unanimously approved intra-budgetary transfers within the Capital Expenditures, Personnel Expenditures, and Operational Expenditures funds totaling a net change of zero (0) to the overall budget. Formal approval is required by each participating City. This will not result in additional assessments for the City.

Recommended Action

Staff recommends City Council approve Budget Amendment 2024-01 for intra-budgetary transfers for the Village Fire Department as recommended by the Fire Commission.

VILLAGE FIRE DEPARTMENT



901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:

BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

Budget Amendment 2024-01

To: Gerardo Barrera City of Bunker Hill Village
Wendy Baimbridge City of Hedwig Village
Cassie Stephens City of Hilshire Village
Tom Fullen City of Hunters Creek Village
Bobby Pennington City of Piney Point Village
John McDonald City of Spring Valley Village
Cc: Board of Commissioners & Alternates Village Fire Department
From: Katherine Stuart Village Fire Department
Date: September 26, 2024
Re: Budget Amendment 2024-01 Budget

During the regular monthly Village Fire Department Board Meeting on September 25, 2024, the Village Fire Department Board of Commissioners unanimously approved the intra-budgetary transfers listed below and request Budget Amendment 2024-01 be considered at your next council meeting. The proposed amendment will NOT result in additional assessments.

Please put this budget amendment on our agenda for consideration and advise us on your council's action in writing.

Thank you,

Katheirne Stuart

Attached: Proposed Budget Amendment 2024-01

Village Fire Department
 Budget Amendment 2024-01

Proposed Budget Amendment 2024-01

Listed below are the specific line items proposed to be amended. The proposed amendment will NOT result in additional assessments.

Line Items for BA 2024-01	2024 Line Item Amounts- Approved	BA 2024-01	2024 Line Item Amounts- Amended
Misc. Tools & Equipment - FIRE	32,375.00	6,000.00	38,375.00
Base Pay/Salaries	5,542,285.00	(63,680.00)	5,478,605.00
Higher Class	18,540.00	19,000.00	37,540.00
Overtime - REGULAR	206,000.00	90,000.00	296,000.00
Overtime - TRAINING	45,320.00	(45,320.00)	0.00
Professional Certification	57,000.00	9,000.00	66,000.00
FICA	454,512.98	700.00	455,212.98
Retirement - TMRS	402,809.12	700.00	403,509.12
Health Insurance	1,246,876.09	(120,642.73)	1,126,233.36
Internet, Phones, & TV - Comcast	19,800.00	3,500.00	23,300.00
Mobile Device Services	4,066.80	4,500.00	8,566.80
Communications - Motorola 47 & NICE	43,000.00	(1,100.00)	41,900.00
Incident Records & CAD - Propheonix	24,000.00	1,300.00	25,300.00
EMS Protocol App - Handtevy	2,300.00	4,000.00	6,300.00
Training Software & Vehicle Checks - Vector Solutions	7,000.00	1,100.00	8,100.00
Dispatch Alerting System - US Designs	7,921.05	3,078.95	11,000.00
Law Enforcement Equipment	2,850.00	300.00	3,150.00
Property & Casualty Insurance	72,306.32	18,491.18	90,797.50
Office Supplies	8,000.00	(3,500.00)	4,500.00
Accounting Services	0.00	66,000.00	66,000.00
Legal Services	36,000.00	10,000.00	46,000.00
Legal Notices & Advertising	3,000.00	572.60	3,572.60
Dispatch Training & Certification Fees	0.00	2,000.00	2,000.00
Emergency Contingency	20,000.00	(6,000.00)	14,000.00
TOTAL		0.00	

The proposed amendment will NOT result in additional assessments.

Village Fire Department FY 2024 Approved Budget Detail w/ Budget Amendment 2024-01

	FY 2024 Approved	FY 2024 BA 2024-01	FY 2024 Amended Budget	Note
Capital Expenditures				
Physical Plant/Facility	10,000.00		10,000.00	
Misc. Tools & Equipment - FIRE	32,375.00	6,000.00	38,375.00	Transferred 6,000 from Emergency Contingency [for chainsaws]
Misc. Tools & Equipment - EMS	26,356.25		26,356.25	
Protective Gear	41,680.00		41,680.00	
Gym Equipment	0.00		0.00	
Office Computers	3,924.00		3,924.00	
Apparatus Computers	13,734.00		13,734.00	
Radios	64,964.00		64,964.00	
Capital Expenditures TOTAL	193,033.25	6,000.00	199,033.25	

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Personnel Expenditures

Payroll

Base Pay/Salaries	5,542,285.00	(63,680.00)	5,478,605.00	Transferred to 19,000 to Higher Class Transferred 44,680 to Overtime-REGULAR
457 Plan Compensation	110,845.70		110,845.70	
Longevity	22,000.00		22,000.00	
Higher Class	18,540.00	19,000.00	37,540.00	Transferred 19,000 from Base Pay/Salaries
Overtime - REGULAR	206,000.00	90,000.00	296,000.00	Transferred 44,680 from Base Pay/Salaries Transferred 45,320 from Overtime-TRAINING
Overtime - CPR	10,085.76		10,085.76	
Overtime - EVENTS	0.00		0.00	
Overtime - TRAINING	45,320.00	(45,320.00)	0.00	Transferred 45,320 to Overtime-REGULAR
Professional Certification	57,000.00	9,000.00	66,000.00	Transferred 9,000 from Health Insurance
FICA	454,512.98	700.00	455,212.98	Transferred 700 from Health Insurance
Total Payroll	6,466,589.44	9,700.00	6,476,289.44	

Benefits

Retirement - TMRS	402,809.12	700.00	403,509.12	Transferred 700 from Health Insurance Transferred 9,000 to Professional Certification Transferred 700 to FICA Transferred 700 to TMRS Transferred 4,500 to Mobile Device Services Transferred 1,300 to Incident Records & CAD-Propheonix Transferred 4,000 to EMS Protocol App-Handtevy Transferred 3,078.95 to Dispatch Alerting System Transferred 300 to Law Enforcement Equipment Transferred 18,491.18 to Property & Casualty Transferred 66,000 to Accounting Services Transferred 10,000 to Legal Services Transferred 572.60 to Legal Notices/Advertising
Health Insurance	1,246,876.09	(120,642.73)	1,126,233.36	Transferred 2,000 to Dispatch Training
Basic Life, ADD, & LTD Insurance	34,448.94		34,448.94	
Worker's Comp. Insurance	71,651.48		71,651.48	
Meal Allowance	46,000.00		46,000.00	
Total Benefits	1,801,785.63	(119,942.73)	1,681,842.90	

Personnel Expenditures TOTAL

8,268,375.07 (110,242.73) 8,158,132.34

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Operating Expenditures

Red Trucks & Saving Lives

Ambulance Medical Supplies	70,000.00		70,000.00	
IP Address VPN - PS Lightwave	8,820.00		8,820.00	
Internet, Phones, & TV - Comcast	19,800.00	3,500.00	23,300.00	Transferred 3,500 from Office Supplies
Mobile Device Services	4,066.80	4,500.00	8,566.80	Transferred 4,500 from Health Insurance
City of Houston Radio System	19,680.00		19,680.00	
Communications - Motorola 47 & NICE	43,000.00	(1,100.00)	41,900.00	Transferred 1,100 to Training Software
Incident Records & CAD - Propheonix	24,000.00	1,300.00	25,300.00	Transferred 1,300 from Health Insurance
EMS Protocol App - Handtevy	2,300.00	4,000.00	6,300.00	Transferred 4,000 from Health Insurance
Training Software & Vehicle Checks - Vector Solutions	7,000.00	1,100.00	8,100.00	Transferred 1,100 from City of Houston Radio System
EMS Equipment Maintenance - ProCare/Stryker	21,000.00		21,000.00	
Uniforms	20,000.00		20,000.00	
Fuel	48,000.00		48,000.00	
Vehicle Licenses & Permits	5,000.00		5,000.00	
Dues & Subscriptions	2,439.00		2,439.00	
Total Red Trucks & Saving Lives	295,105.80	13,300.00	308,405.80	

Dispatch

Dispatch Alerting System - US Designs	7,921.05	3,078.95	11,000.00	Transferred 3,078.95 from Health Insurance
Electronic Protocol Cards - Pro QA	2,500.00		2,500.00	
Translation Service - Language Line	200.00		200.00	
Total Dispatch	10,621.05	3,078.95	13,700.00	

Fire Prevention - Fire Marshal's Office

Public Education & Relations	5,000.00		5,000.00	
Inspections	200.00		200.00	
Fire Investigations	950.00		950.00	
Law Enforcement Equipment	2,850.00	300.00	3,150.00	Transferred 300 from Health Insurance
Total Fire Prevention	9,000.00	300.00	9,300.00	

Fire Station

Building Maintenance	26,892.22		26,892.22	
Station Supplies	18,600.00		18,600.00	
Public Utilities	54,240.00		54,240.00	
Rent	10.00		10.00	
Property & Casualty Insurance	72,306.32	18,491.18	90,797.50	Transferred 18,491.18 from Health Insurance
Total Fire Station	172,048.54	18,491.18	190,539.72	

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Office				
Office Supplies	8,000.00	(3,500.00)	4,500.00	Transferred 3,500 to Internet, Phones, TV-Comcast
VFD Branded Stationary	500.00		500.00	
Postage Meter Rental - Pitney Bowes	1,800.00		1,800.00	
Shipping	632.50		632.50	
Phones - 8x8	6,000.00		6,000.00	
HRIS - Paycom, UKG, or other	18,000.00		18,000.00	
Accounting - QuickBooks	3,000.00		3,000.00	
Office Software & Email - Microsoft 365	7,000.00		7,000.00	
Adobe	731.64		731.64	
Bank Service Charges	7,000.00		7,000.00	
Total Office	52,664.14	(3,500.00)	49,164.14	
Professional Services				
Accounting Services	0.00	66,000.00	66,000.00	Transferred 66,000 from Health Insurance
Legal Services	36,000.00	10,000.00	46,000.00	Transferred 10,000 from Health Insurance
IT Services	28,000.00		28,000.00	
Health Insurance Consulting Services	11,500.00		11,500.00	
Medical Director Services	20,000.00		20,000.00	
Legal Notices & Advertising	3,000.00	572.60	3,572.60	Transferred 572.60 from Health Insurance
Other Professional Services	16,000.00		16,000.00	
Total Professional Services	114,500.00	76,572.60	191,072.60	
Training				
Fire Training	37,740.00		37,740.00	
Fire Certification Fees	7,320.00		7,320.00	
EMS Training	18,000.00		18,000.00	
EMS Certification Fees	6,000.00		6,000.00	
Emergency Management Training - (TDEM)	7,000.00		7,000.00	
Fire Marshal Training	8,000.00		8,000.00	
Fire Marshal Certification Fees	0.00		0.00	
Dispatch Training & Certification Fees	0.00	2,000.00	2,000.00	Transferred 2,000 from Health Insurance
Admin Training & Certification Fees	5,000.00		5,000.00	
General Supplies for Training	5,000.00		5,000.00	
Other Training	0.00		0.00	
Total Training	94,060.00	2,000.00	96,060.00	

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Maintenance				
Vehicle Maintenance	165,000.00		165,000.00	
Equipment & Supplies Maintenance	36,400.00		36,400.00	
Bunker Gear Maintenance	26,000.00		26,000.00	
SCBA Maintenance	15,000.00		15,000.00	
Knox Contracts	1,200.00		1,200.00	
Fuel System	900.00		900.00	
Total Maintenance	244,500.00	0.00	244,500.00	
Events & Other				
VFD Fire Commission & Meeting Expenses	7,580.00		7,580.00	
VFD Events	25,000.00		25,000.00	
Fundraiser Events	0.00		0.00	
CPR Supplies, Cards, & Equipment	7,000.00		7,000.00	
Emergency Contingency	20,000.00	(6,000.00)	14,000.00	Transferred 6,000 to Misc Tools/Equip.-FIRE
Total Events & Other	59,580.00	(6,000.00)	53,580.00	
Operating Expenditures TOTAL	1,052,079.53	104,242.73	1,156,322.26	
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TOTAL (capital, personnel, & operating)	9,513,487.85	0.00	9,513,487.85	
Capital Replacement Budget	400,000.00	0.00	400,000.00	
Total Budget	9,913,487.85	0.00	9,913,487.85	