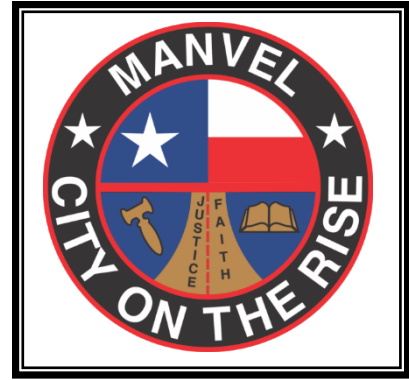


THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §

LARRY AKERY, COUNCIL PLACE 1
LORRAINE HEHN, COUNCIL PLACE 2
NICCOLE TYSON, COUNCIL PLACE 3
DAN DAVIS, COUNCIL PLACE 4
JASON ALBERT, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6



DEBRA DAVISON, MAYOR
KYLE JUNG, CITY MANAGER
TAMMY BELL, CITY SECRETARY

**NOTICE OF A CITY COUNCIL MEETING
OF THE CITY OF MANVEL
November 1, 2021**

**NOTICE IS HEREBY GIVEN
6:00 P.M. WORKSHOP
7:00 P.M. REGULAR SESSION**

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City of Manvel will convene a regular meeting at the Manvel City Hall, located at 20031 Hwy 6, Manvel Tx 77578 for the purpose of discussing and if appropriate, take action with respect to the following items:

NOTE: The City Council of the City of Manvel reserves the right to discuss any items in Closed Session whenever authorized under the Texas Open Meetings Act, Chapter 551, of the Texas Government Code. The City Council may discuss the items on this agenda in any order.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-489-0630 X6 for further information.

Workshop Session

1. Update by Council Member Hehn on the 2021 TML Annual Conference.
2. Discussion on the police vehicle replacement program and the option of hiring a part-time or full-time mechanic as requested by Council Member Davis.
3. Discussion on standard agenda items for the City Manager update.
4. Discussion on any subject addressed on the Agenda for November 1, 2021.

Regular Session

Call To Order

Inspirational Reading - Council Member Jason Albert

Pledge

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

Citizen Comments: "Comment Card" Required

****Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website www.cityofmanvel.com or by emailing tbell@cityofmanvel.com or by calling 281-489-0630 x6 for staff assistance.*

City Manager Update

Update on current events and city issues.

Status of Live Streaming Meetings

Regular Agenda

1. Consideration and possible action to approve the first of two readings of Ordinance 2021-O-31; AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.
2. Consideration and possible action to approve Ordinance 2021-O-32; AN ORDINANCE AMENDING ORDINANCE NO. 2021-O-29 AMENDING THE CITY FISCAL YEAR 2022 BUDGET ENDING SEPTEMBER 30, 2022, BY AMENDING THE GENERAL FUND BUDGET TO ACCOUNT FOR TMRS STAFF RETIREMENT SERVICE CREDIT, POLICE EMPLOYEE DEVELOPMENT PROGRAM, AND STAFF NEXT LEVEL BENEFIT PLAN. AND AMENDING THE UTILITY FUND BUDGET TO ACCOUNT FOR STAFF RETIREMENT SERVICE CREDIT AND MEDICAL BENEFIT PLAN. DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.
3. Consideration and possible action to approve the first of two readings of Ordinance 2021-O-33; AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF Manvel; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.
4. Consideration and possible action to approve the first of two readings of Ordinance 2021-O-34; AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH

THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

5. Consideration and possible action to approve a Master Terms and Conditions Agreement between Next Level Medical and the City of Manvel for acute and primary care medical services.
6. Consideration and possible action to accept the recommendation for Changes to the City Charter as forwarded by the Charter Commission on 8/31/2021 and direct staff regarding proposed amendments and calling a special election.
7. Consideration and possible action to authorize the City Manager to negotiate a Professional Services Agreement for the City Center Engineering Services.
8. Discussion on the mowing of Tx Dot Right-of-Ways as requested by Council Member Akery.
9. Consideration and possible action to direct staff on the following as requested by Council Member Davis;
 - a) Allocation of the ARPA Funds.
 - b) Re-engagement of the Animal Control Advisory Committee.
 - c) Amendments to the Sex Offender Ordinance.
 - d) Creation of a right of access policy for any electronic communications by elected and appointed positions.
 - e) Amendment to the Zoning Ordinance to allow for full kitchens in living quarters for in-law suites.

Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a City Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in sequence on the Agenda.

1. Approve Meridiana Detention Reserve N-2 Preliminary Plat;
Being a subdivision of 7.08 acres out of the Oliver Hall Survey, A-203, City of Manvel, Brazoria County, Texas.
2. Acceptance of infrastructure improvements for MUD 29 Water Plant Expansion GST 2 to begin the One Year Maintenance Period.
3. Final acceptance of infrastructure improvements for Bluewater Lakes Section 4 and release of associated maintenance bonds.

Mayor and Council Comments

Update on current events and city issues.

Additionally, pursuant to Texas Government Code § 551.0415, City Council Members and city staff may make a report about items of community interest during a meeting of the governing body without having given notice of the report.

Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the City of Manvel is true and correct; and that I posted such notice on the bulletin board at the Manvel City Hall. A place convenient and readily accessible to the public on 10/29/2021 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.

On File

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

NOTICE TO THE PUBLIC OF POSSIBLE QUORUMS

A quorum of the Manvel Planning Development and Zoning Committee, Manvel Parks and Recreation Board, Manvel Events Task Force, Manvel Branding Task Force, and Manvel Economic Development Corporation may be in attendance at the 11/1/2021 meeting of the Manvel City Council. If such be the case, this notice shall serve as notice of meeting pursuant to the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. There will be no official City business or action of the aforementioned bodies taken during the meeting.

ORDINANCE NO. 2021-O-31

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REORGANIZING THE ADMINISTRATIVE DEPARTMENTS OF THE CITY; APPROVING THE CITY OF MANVEL ORGANIZATIONAL CHART; PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 5.01 of The City Charter provides that the administrative departments of the City of Manvel are as established by the Charter and as may be established by ordinance; and

WHEREAS, additionally, section 5.01 states that the city council has the power to discontinue, re-designate, or combine any of the departments and/or administrative offices, by ordinance; and

WHEREAS, traditionally the city adopted the Organizational Chart by resolution, which in the past has included re-designation and creation of departments; and

WHEREAS, in 2021 by Ordinance No. 2021-O-15, the City Council formally established and ratified the current administrative departments of the city; and

WHEREAS, the City Council of the City of Manvel seeks to reorganize the administrative departments of the City and adopt a new Organization Chart as a result of said reorganization.

NOW THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, THAT:

Section 1. The facts and matters contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Consistent with section 5.01 of The City Charter, the administrative departments of the city are formally established and ratified as the following:

- (1) Officers/departments established by the Charter:

City Manager

City Attorney

City Secretary

Municipal Court Judge

- (2) Administrative departments established by Charter:

Municipal Court (Admin); and

- (3) Administrative departments established/ratified by ordinance herein:

Department of Development Services

Department of Community Services

Department of Administrative Services
Police Department
~~[Department of Fire Safety and Code Enforcement]~~
Department of Fire Safety

Section 3. Except as provided by the Charter, the city manager is authorized to appoint, suspend, and/or remove all or any one of the directors of departments, with the concurrence of the city council. As provided by section 5.02 of The City Charter, the city manager has the authority to appoint, suspend, and/or remove all other employees of the city

Section 4. The Organizational Chart for officers and employees of the City of Manvel, a copy of which is attached hereto as Exhibit A, and for all things made a part hereof, is hereby adopted and approved as the Organizational Chart for the City of Manvel.

Section 5. All ordinances, resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED AND APPROVED on first reading this _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2021.

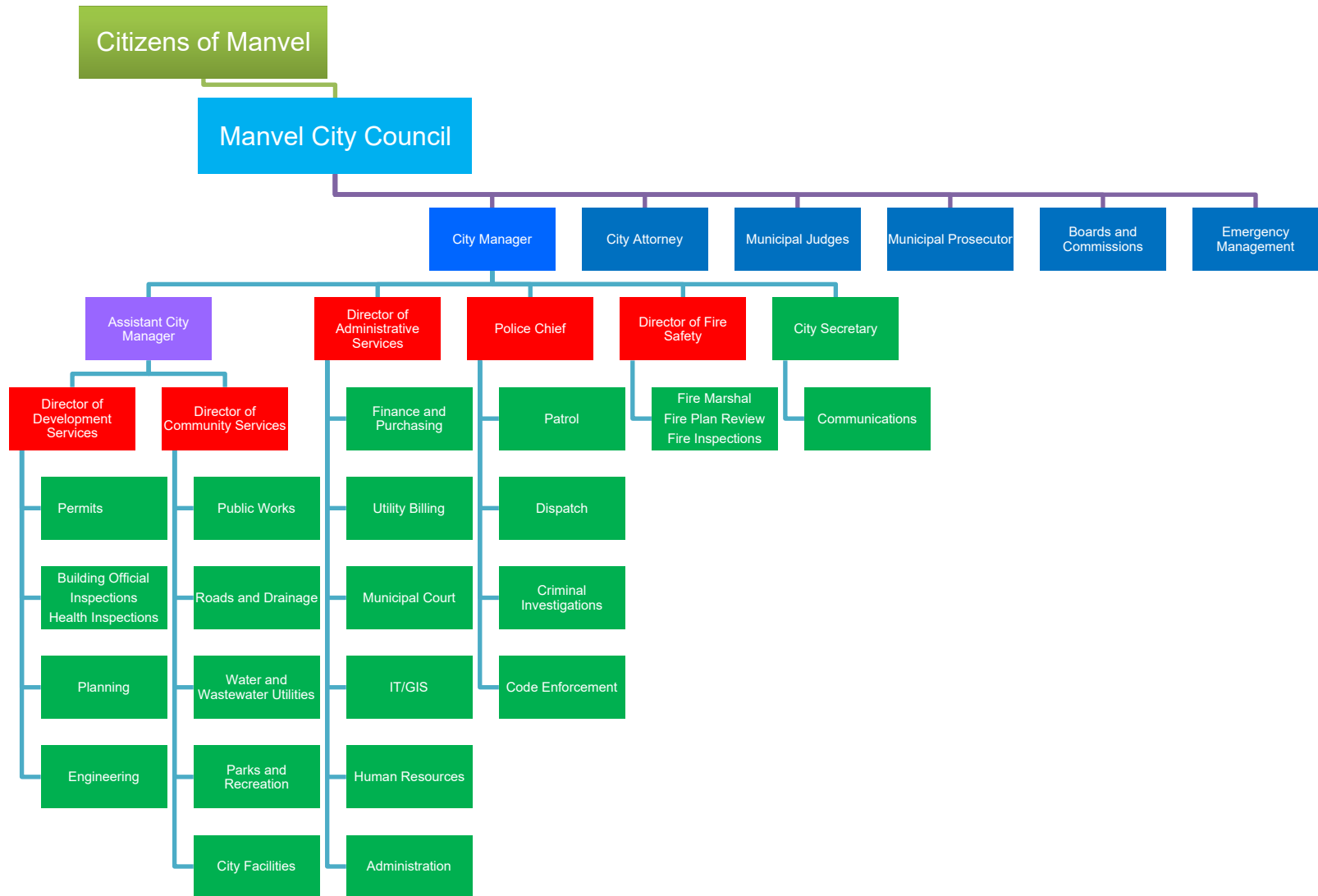
Debra Davison, Mayor

Attest:

Tammy Bell, City Secretary

City of Manvel Organizational Chart

DRAFT 11/1/2021 – Option 1



Legend

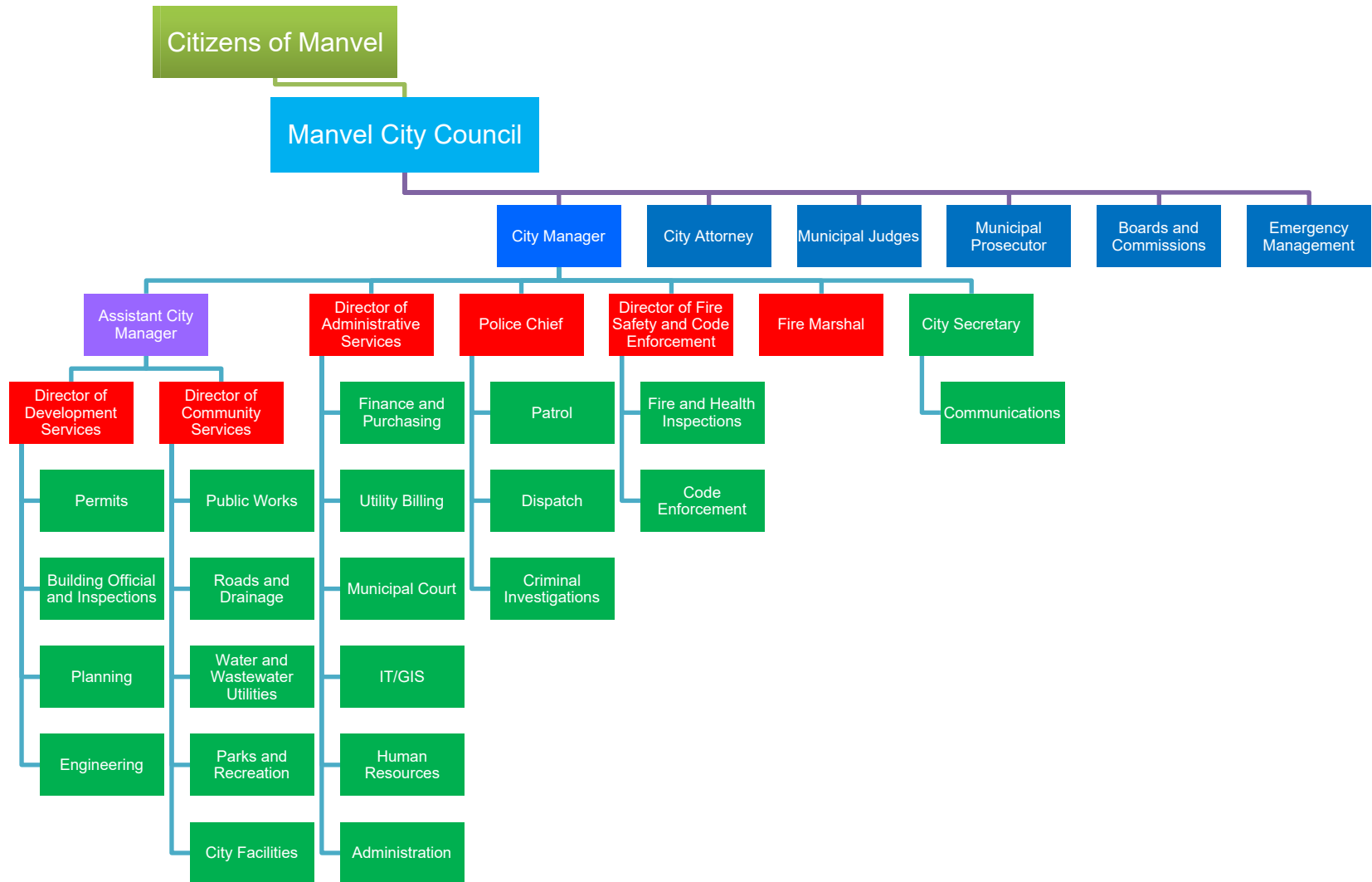
Council appointments/State Law appointments

Departments

Divisions

City of Manvel Organizational Chart

DRAFT 11/1/2021 – Option 2



Legend

Council appointments/State Law appointments

Departments

Divisions

ORDINANCE NO. 2021-O-32

AN ORDINANCE AMENDING ORDINANCE NO. 2021-O-29 AMENDING THE CITY FISCAL YEAR 2022 BUDGET ENDING SEPTEMBER 30, 2022, BY AMENDING THE GENERAL FUND BUDGET TO ACCOUNT FOR TMRS STAFF RETIREMENT SERVICE CREDIT, POLICE EMPLOYEE DEVELOPMENT PROGRAM, AND STAFF NEXT LEVEL BENEFIT PLAN. AND AMENDING THE UTILITY FUND BUDGET TO ACCOUNT FOR STAFF RETIREMENT SERVICE CREDIT AND MEDICAL BENEFIT PLAN. DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2021-O-29, the City Council of the City of Manvel, Texas, adopted its original budget for Fiscal Year ending September 2022; and

WHEREAS, Texas Local Government Code §102.010 provides that a municipality may make changes in the budget for municipal purposes; and

WHEREAS, the General Fund budget amendment is needed to account for the TMRS Staff Retirement Service Credit, Police Employee Development Program, and Staff Next Level Benefit Plan; and

WHEREAS, the Utility Fund budget amendment is needed to account for TMRS Utility Staff Retirement Service Credit, and Utility Staff Medical Benefit Plan; and

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct. The City Council deems the purpose for this budget amendment is a municipal purpose.

SECTION 2: That the budget for Fiscal Year ending September 30, 2022, of the City of Manvel, Texas, is hereby amended as;

Line Item	Cur Budget	Increase	Amended
10.10.5030	\$73,040.00	\$4,320.00	\$77,360.00
10.20.5030	\$36,968.00	\$2,880.00	\$39,848.00
10.25.5030	\$27,726.00	\$2,160.00	\$29,886.00
10.30.5030	\$27,726.00	\$2,160.00	\$29,886.00
10.40.5030	\$92,419.00	\$7,200.00	\$99,619.00
10.50.5030	\$110,903.00	\$8,640.00	\$119,543.00
10.70.5030	\$46,210.00	\$3,600.00	\$49,810.00
10.90.5030	\$360,435.00	\$29,520.00	\$389,955.00
40.10.5030	\$83,177.00	\$6,480.00	\$89,657.00
Next level medical services			

10.10.5034		\$78,793.00		\$8,762.00		\$87,555.00
10.20.5034		\$30,034.00		\$3,340.00		\$33,374.00
10.25.5034		\$22,089.00		\$2,456.00		\$24,545.00
10.30.5034		\$12,801.00		\$1,423.00		\$14,224.00
10.40.5034		\$62,582.00		\$6,959.00		\$69,541.00
10.50.5034		\$56,925.00		\$6,330.00		\$63,255.00
10.70.5034		\$32,326.00		\$3,595.00		\$35,921.00
10.90.5034		\$223,932.00		\$24,902.00		\$248,834.00
40.10.5034		\$49,338.00		\$5,486.00		\$54,824.00
TMRS service credit increase						
10.90.5000		\$2,262,560.00		\$80,000.00		\$2,342,560.00
10.90.5010		\$177,567.00		\$6,200.00		\$183,767.00
10.90.5034		\$248,834.00		\$8,800.00		\$257,634.00
Police step plan increase						
10.09.4999	From FB	\$500,000.00		\$225,213.00		\$725,213.00
10.10.8540	To Util FD	\$179,885.00		\$11,966.00		\$191,851.00
40.09.4950	From GF	\$179,885.00		\$11,966.00		\$191,851.00
Transfer from fund balance and transfer from general fund to utility fund						

SECTION 3: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021.

Debra Davison, Mayor

ATTEST:

Tammy Bell, City Secretary



TMRS-USC T CPI

2021-O-33
TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF MANVEL; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date has at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of this City under current service annuities and prior service annuities arising from service by such employees to this City.

An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of annuity increase under this Section is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this ordinance.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the Benefit Accumulation Fund of the System.

Effective Date Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January, 2022**.

Section 3. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change described above.

Section 4. In the event any section, paragraph, subdivision, 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 any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____ , 2021.

Debra Davison, Mayor

Attest:

Tammy Bell, City Secretary

Approved as to Form:

Robert Gervais, City Attorney



2021-O-34
TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. Authorization of Restricted Prior Service Credit.

(a) On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive restricted prior service credit for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.

(b) The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.

(c) A member seeking to establish restricted prior service credit under this ordinance must take the action required under said Section 853.305 while still an employee of this City.

Section 2. This ordinance shall become effective on the first day of January, 2022.

Section 3. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change described above.

Section 4. In the event any section, paragraph, subdivision, 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 any part or

provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2021.

Attest: _____
Debra Davison, Mayor

Tammy Bell, City Secretary

Approved as to Form:

Robert Gervais, City Attorney

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“MTC”) govern all use of services from Next Level Medical, a Delaware limited liability company (“Next Level”) by the City of Manvel, Texas (the “Employer”) (collectively the “Parties” and individually a “Party”).

WHEREAS, Next Level is in the business of offering acute and primary care medical services through arrangements with licensed Texas providers; and

WHEREAS, the Employer desires to offer the services provided by Next Level to its participants pursuant to the terms and conditions set forth herein; and

WHEREAS, Next Level is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Next Level and the Employer agree as follows:

1. Next Level’s Role and Responsibilities.

1.1 Next Level shall provide the services selected from the options set forth in Schedule 1 to employees that participate in the Program.

1.2 Next Level is not offering the Programs as a health insurance plan or a substitute for health insurance. Additionally, the Program does not replace any existing or future health insurance or health plan coverage that an employer may maintain.

1.3 Next Level shall maintain full autonomy with respect to patient care, medical decisions, recordkeeping, and any other service deemed the practice of medicine.

2. Definitions.

2.1 “City of Manvel, Texas” means Manvel, Texas a Texas Home-Rule municipality and the City Manager is the Employer’s designee.

2.2 “Date of Enrollment” means the effective date of the Employer’s election of one of Next Level’s Direct Programs (Schedule 1), which may only be designated as the first day of a month.

2.3 “Urgent Care Services” shall include an unlimited number of visits with a Provider at any Next Level location to seek treatment for an acute medical concern, such as a sudden illness or injury. The services covered shall include the visit with a Provider, x-rays, IV fluids, casting, and CLIA-waived laboratory testing such as rapid strep, flu, RSV Mono, Covid, trichomonas, urine pregnancy, and urinalysis. Other services including durable medical equipment, Vaccines, Covid-related testing and non-CLIA waived laboratory testing may either be direct-billed to the employer or paid directly by the employees. Commonly utilized direct bill pricing is listed in Schedule 2. Urgent Care Services shall not include treatment for chronic

illnesses, wellness physical examinations, or telemedicine. Schedule 1 may be updated upon contract renewal.

2.4 “Next Level PRIME” shall include all services listed above in “Urgent Care Services” with the addition of unlimited telemedicine visits and an unlimited number of visits with a Provider to seek medical evaluation and management visits related to chronic illnesses, and one annual wellness physical examination. The covered services must be provided at a Next Level location or via our telemedicine platform. Next Level PRIME shall **not** include: (i) any treatment or testing administered at a hospital visit (or any other healthcare facility) in connection with a chronic illness; (ii) any visits to other physicians (including specialists) in connection with the chronic illness or in connection with complications from the chronic illness; (iii) any services not specifically mentioned in this definition. Other commonly utilized services such as durable medical equipment, Vaccines, Covid-related testing and non-CLIA waived laboratory testing listed in Schedule 2 are included in the price per employee per month.

2.5 “Enrolled Employee(s)” shall mean all full-time employees employed by the Employer, whether or not the employee is covered under the Employer’s group benefit plans. An Enrolled Employee shall not include an independent contractor or part-time employee of the Employer. TML Health will assist in coordinating enrollment.

2.6 “Enrolled Person(s)” shall mean all Enrolled Employees and their dependents (if applicable) that are eligible to make use of the services of the Program.

2.7 “Provider” shall mean a physician, physician’s assistant or nurse practitioner.

3. Direct Provider Program.

3.1 Enrollment. Enrolled Employees and Enrolled Persons shall be enrolled in one of Next Level’s Programs (the “Programs”), either: (i) Urgent Care Services; or (ii) Next Level PRIME (Schedule 1). The Employer’s designee must select one of two options for Urgent Care Services or Next Level PRIME if labs need to be sent to an outside laboratory, Next Level will use Quest laboratories. These labs will be treated as a direct bill cost from Quest to the Enrolled Employee or Enrolled Employee can provide insurance to Quest for payment.

3.2 Monthly Fee. Employer shall pay a monthly fee for the Services as set forth in Schedule 1. Fees are due by the 1st day of each month. Program will be initiated only upon receipt of the first month’s payment but no earlier than the first day of the month after payment has been received. A 1% penalty will be incurred for subsequent payments not received by the 5th day of each month.

3.3 Covered Person Determination. The Employer shall determine which of its employees and their eligible dependents shall be considered an Enrolled Employee and/or Enrolled Person.

4. Confidentiality. Subject to State public information law disclosure requirements, from time to time during the Term of this Agreement, either Party (as the “Disclosing Party”) may disclose or make available to the other Party (as the “Receiving Party”), non-public, proprietary, or confidential information of Disclosing Party (“Confidential Information”), which includes but

is not limited to pricing, methods, design and structure of the Program. The terms of this Agreement shall constitute Confidential Information. However, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. Subject to State public information law disclosure requirements, the Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable State public information law disclosure requirements, law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 5, Receiving Party's Group shall mean the Receiving Party's affiliates and its employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, attorneys, accountants, and financial advisors. Notwithstanding the foregoing, but subject to State public information law disclosure requirements, Next Level will not be obligated to provide Confidential Information to the Employer regarding any patients, including but not limited to, information protected under the Health Insurance Portability and Accountability Act of 1996.

5. Term, Termination, and Survival.

5.1 The term of this Agreement (the "Term") shall commence as of _____, or the first of the month after payment has been received, whichever is later, and shall continue through _____, unless sooner terminated pursuant to the terms of this Agreement. This Agreement may be renewed for succeeding one (1) year terms ("Renewal Term"), upon written agreement of the Parties.

5.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- (a) Breach of this Agreement, including failure to pay fees and compensation due under this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within ten (10) business days after receipt of written notice of such breach.

- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (g) Non-appropriation of funds in municipal fiscal budget.

5.3 The rights and obligations of the parties set forth in this Section 6.3 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information, the rights and obligations set forth in Section 5 hereof will survive such termination or expiration of this Agreement.

6. Effects of Termination. In the event of a termination of this MTC, Next Level shall continue to operate the Program through the designated termination date. However, if the termination date falls on any date other than the last day of the month, Next Level shall continue to operate the Program until the last day of the month of the termination date. For example, if the termination date is March 15, Next Level shall operate the Program through March 31.

7. Fee. In exchange for participating in the Program, Employer agrees to pay the monthly fees set forth in Schedule 1.

8. This is Not Health Insurance. The Employer acknowledges and agrees that the Program is not a health insurance plan or a substitute for health insurance. Rather, it is a contract to provide medical services at a discounted rate. Additionally, the Employer acknowledges and agrees that the Program does not replace any existing or future health insurance or health plan coverage that the Employer may offer to its employees.

9. Employer Responsibility. The Employer is solely responsible for determining whether the Program is appropriate for use with its group health plan and compliant with all applicable laws, including but not limited to the implications of participating in the Program if the Employer offers a High Deductible Health Plan that can be paired with a Health Savings Account. The Employer shall determine and be solely responsible for advising its employees whether they may use funds from a Health Savings Account to pay for any services provided by Next Level. The Employer acknowledges and agrees that Next Level has made no representations to the Employer regarding the consequences that may result from the Employer's employees use of funds from a Health Savings Account to pay for any services provided by Next Level. Next Level advises the Employer to seek legal counsel regarding this matter. The Employer agrees to

indemnify and hold Next Level harmless with regard to any claims related to the matters discussed in Section 9.

10. Independent Contractor. Each of the parties to this MTC is an independent contractor and neither is an agent, employee, or representative of the other. Neither Party will represent itself as an agent of the other or assume or create any obligation in the name of the other.

11. Choice of Law. This MTC and all related documents including all exhibits and schedules attached hereto, and all matters arising out of or relating to this MTC, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

12. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this MTC, including all exhibits, schedules, attachments, and appendices attached to this MTC, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Southern District of Texas or the courts of the State of Texas sitting in Brazoria County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Southern District of Texas or the courts of the State of Texas sitting in Brazoria County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

13. Entire Agreement. This MTC, including and together with any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

14. Notice. All notices hereunder must be in writing to the other Party. If to Next Level, the notice shall be sent to:

Next Level Medical, LLC
5718 Westheimer Road, Suite 1800
Houston, Texas 77057
Attn: Juliet Breeze
Email: jbreeze@nlucc.com

with a copy to: _____
Roberts Markel Weinberg Butler Hailey PC
2277 Plaza Dr., Ste. 290
Sugar Land, Texas 77479
Attn: Himesh Gandhi
Email: hgandhi@rmwbh.com

City of Manvel, Texas
20031 Hwy 6
Manvel, Texas 77578
Attn: Kyle J. Jung, City Manager
Email: kjung@cityofmanvel.com

Notices to any other Party must be transmitted to the Party's designated address via nationally-known express delivery and deemed given the next business day after actual delivery.

15. Severability. If any term or provision of this MTC is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of MTC or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Force Majeure. Next Level shall not be liable or responsible to the Employer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Next Level including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, the Employer shall be entitled to give notice in writing to Next Level to terminate this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

City of Manvel, Texas:

By: _____

Name: _____

Title: _____

Date: _____

NEXT LEVEL:

NEXT LEVEL MEDICAL, LLC

By: Allyson Cooper

Title: VP of Business Development

Date: _____

SCHEDULE 1

NEXT LEVEL PRIME		
	Membership	Time of Service Payment
☐	\$60 PEPM	\$0
<u>INCLUDED</u> <i>All CLIA-waived labs (Rapid Strep, Flu, RSV, Mono, Covid, Urinalysis, trichomonas, urine pregnancy)</i> <i>X-rays, IV Fluids, Casting/ Splinting</i> <i>All Labs DME, and Immunizations listed in Schedule 2</i>		

SCHEDULE 2

Direct Pricing

Immunizations per dose

Flu shot (4+ years) \$35
Flu shot (6mo-4yr) \$35
High dose flu \$60
PPD/ TB Skin \$25
PPD/ TB X - Ray \$40
Hepatitis B adult per vaccination \$100
Hepatitis B child per vaccination \$60
TD (Tetanus) \$60
TDAP \$80
MMR \$100
DTaP \$40
Polio \$40
Pneumococcal conj (PCV13) \$225
Pneumococcal (PPSV23) \$120
Varicella \$200
HepA (1-18 year) \$50
HepA (18+ years) \$125
Rotavirus \$150
Hib \$25
Shingrix \$180
Meningococcal (Menactra) \$125
HPV \$250

DME

Airgel Ankle Stirrup \$20
Gameday Ankle Brace \$20
Universal Wrist Support \$20
Arm Sling (Padded) \$15
Crutches \$35
Lumbar Support \$45
Neoprene Hinged Knee Wrap \$45
Pneumatic Walking Boot \$60
Post Op Shoe \$20
Slimline Cast Boot \$20
Thumb Spica/Wrist Splint \$20

COVID

Rapid Antigen Test \$50
Rapid Antibody Test \$20
PCR Test \$100

Next Level LABS

CHEMISTRY

CMP	\$ 10.56
Lipid panel	\$ 13.39
TSH	\$ 16.80
Hemoglobin A1c with MBG	\$ 9.71
Free T4	\$ 6.47
Total T3	\$ 14.18
HIV screen	\$ 24.08
Hemoglobin A1c	\$ 9.71
Microalbumin, Urine (w/creatinine)	\$ 10.96
Vitamin D	\$ 29.60
Hepatitis B	\$ 12.05
Hepatitis B Surface Antigen w/refl	\$ 10.33
Uric Acid	\$ 4.52
PSA	\$ 18.39
Vitamin B12/Folate	\$ 29.78
Testosterone, male	\$ 25.81
Hepatitis C Ab	\$ 14.27
Hepatitis panel	\$ 47.63
Hepatitis B Immunity	\$ 14.99
Anemia Panel	\$ 28.84
Vitamin B12	\$ 15.08
Lipase	\$ 6.89
Folic Acid	\$ 14.70

Amylase	\$ 6.48
Magnesium	\$ 6.70
C-reactive protein	\$ 5.18
Iron, total	\$ 6.47
Estradiol	\$ 27.94
FSH	\$ 18.58
Thyroid Panel with TSH	\$ 30.14
Beta HCG	\$ 15.05
LH	\$ 18.52
HCG Quantitative	\$ 15.05
Liver Panel	\$ 8.17

HEMATOLOGY

CBC	\$ 7.77
-----	---------

MICRO

Urine Culture	\$ 16.16
Throat culture	\$ 8.62
Wound Culture	\$ 22.36

****Labs not on the list above will need to be sent to an outside laboratory. Next Level uses Quest laboratories. These labs will be treated as a direct bill cost from Next Level to the Enrolled Employee and Next Level Quest discounts will be applied to that pricing.*

SCHEDULE 3

Excluded Services

(These services can be provided, but will be charged as specified by individual service.)

BIOFIRE Respiratory Panel PCR

-patient must self-pay \$175 at time of service

Monoclonal Antibody Therapy

-patient can pay self-pay \$450 at time of service OR may be billed to insurance.



CITY OF MANVEL

<http://www.cityofmanvel.com>

PO Box 187
Manvel, Texas 77578

Phone: (281) 489-0630
Fax: (281) 489-0634

Debra Davison, Mayor

City of Manvel City Councilmembers

Re: Recommendation for Changes to the City Charter

Mayor Davison and City Councilmembers:

Consistent with our appointment as commissioners on the Manvel Charter Review Commission by city council, we have reviewed the City Charter for the City of Manvel in order to identify and recommend potential areas for change. As per our charge from the City Charter, Sec. 10-18, we have inquired into the operation of the city government under the Charter provisions and have considered whether any such provisions require revision.

In the process we employed, we met regularly beginning with our initial meeting on June 22, 2021. We were tasked to review each chapter of the City Charter, both as individuals and collectively. We discussed many issues of potential change. We solicited and allowed for comments from each commission member, as well as staff. We involved the general public and conducted a public hearing on August 31, 2021. Additionally, at every meeting, the agenda provided for citizen comments, enabling input from the public present at our meetings. Legal counsel was present for input on all legal issues we discussed. Several provisions were debated and were resolved by a formal vote of the commission. At the end of the charter commission's review, we recommend only one area for revision.

Recommendation From our review, we recommend the following revision to the City Charter:

- **Section 3.05. [Revise to provide for compensation for each member of the city council at the suggested rates of \$400 per month for councilmember, \$500 per month for mayor pro tem, and \$600 per month for the mayor]**

Description. Section 3.05 currently specifies that the city council cannot receive compensation without a vote of the people. Reimbursement of expenses is permitted, but there is no compensation for service to the City of Manvel. The recommended revision is to revise section 3.05 to expressly allow each member of the city council to receive monthly compensation at the following suggested levels: city councilmember (\$400), mayor pro tem (\$500), and mayor (\$600).

Otherwise, except as stated herein, the City Charter Commission does not recommend any other changes. On behalf of the Commission, I thank you for allowing us to be a part of the review process for this historic document for the Manvel.

Sincerely,

A handwritten signature in black ink that reads "Nicole Mitchell". The script is cursive and fluid.

Nicole Mitchell, Chair

Manvel Charter Review Commission

CC: Manvel Charter Review Commissioners

K. Jung, City Manager

T. Bell, City Secretary

REQUEST FOR QUALIFICATIONS (RFQ):

CITY OF MANVEL CITY CENTER ENGINEERING SERVICES



AUGUST 20, 2021

NOTICE AND REQUEST FOR QUALIFICATIONS FOR:

City of Manvel City Center Engineering Services

PROFESSIONAL SERVICES REQUESTED:

The City of Manvel is seeking a qualified engineering firm to prepare design construction plans for the City of Manvel City Center. Upon selection, the firm will qualify to do work for future City water, sewer, drainage, and paving projects, where authorized.

Interested firms are invited to respond in writing to:

Kyle Jung, City Manager
20031 Morris Avenue
Manvel, Texas 77578

The Statement of Qualifications (SOQ) must be received by the City Manager no later than **noon on September 30, 2021**.

LATE SOQs WILL NOT BE ACCEPTED.

There will be a pre-submittal conference (non-mandatory) for this project on:

September 14, 2021 at 10:00 AM
at Manvel City Hall (20031 State Highway 6)

INFORMATION AND INSTRUCTIONS TO APPLICANTS:

The City of Manvel (City) hereby solicits SOQs from qualified engineering firms to prepare design construction plans for the City of Manvel City Center. The City intends to select one firm from this solicitation.

SECTION 1. PROJECT DESCRIPTION (SCOPE OF SERVICES):

The City of Manvel has recently acquired 160 acres to be used for a City Center Complex on the north side of Manvel. Some of the anticipated facilities within this Complex include a Police Station, City Hall, Indoor Sports Arena, Parking Garage, Soccer Fields, Baseball Fields, and an Outdoor Theater.

Since its inception, the City of Manvel has primarily existed as a rural community. Large acre homesteads, farmlands, and oilfields were the predominant land uses for many years. However, the City has experienced tremendous growth over the last 10 years. Due to continued urban development from Houston, residential subdivisions and commercial developments are steadily increasing in and around the City of Manvel. As the City continues to grow, it is City Council's desire to prepare for that growth with adequate and appropriate City facilities.

The selected firm will be prepared to provide design construction plans, bid phase services, and construction administration and oversight services.

SECTION 2. CRITERIA AND CONTENTS:

Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

A. Cover Letter containing a minimum:

1. Company name, contact name, address, phone number, and email address
2. Acknowledge receipt of all addenda, if any

B. Qualifications Criteria:

1. General Information

- a. Description of firm/team
- b. Legal company organization
- c. List of applicable licenses

2. Relevant Firm Experience (40 points)

- a. Applicant's overall reputation, service capabilities, and familiarity as it relates to this project. Experience in Brazoria County and the City of Manvel are paramount for this project.
- b. List and briefly describe 3-5 comparable projects completed by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include: contract value, project owner, project location, contract name and title, address, current/accurate telephone number, and email address (if available).
- c. A minimum of three referrals and references from other agencies and owners. If possible, references should be from projects listed above.
- d. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
- e. Applicant's capacity to proceed without delay if selected for this work.

3. Team Experience & Qualifications (30 points)

- a. Describe each team member's position; resumes of each proposed team member may be included in an Appendix.
- b. Briefly describe each team member's role on this project; provide organization chart with names.
- c. Provide "team" experience working together on similar projects.
- d. Identify proposed subconsultants/subcontractors, and your method of subconsultant/subcontractor selection, if applicable. Include in your SOQ a proposed subconsultant/subcontractor selection plan.

SECTION 2. CRITERIA AND CONTENTS (CONTINUED):

4. Approach to Project Management (20 points)
 - a. Describe your approach to amendment/change orders.
 - b. Describe your planning, scheduling, and estimating tools.
 - c. Describe your quality control plan and dispute resolution.
5. Other Factors (10 points)
 - a. Current workload and ability to proceed promptly.
 - b. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
 - c. Relevant factors impacting the quality and value of work.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED SHALL CAUSE APPLICATION TO BE REJECTED AND NOT BE EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

SECTION 3. SUBMITTAL INSTRUCTIONS

- A. This SOQ may not exceed twenty (20) single-sided pages (maximum 8-1/2" x 11") with a minimum 10-point font. Submissions exceeding this page limit will be considered non-responsive and will be returned to the Applicant without further evaluation.
- B. Submittals should be spiral bound only. DO NOT USE BINDERS of any kind. Pages having photos, charts, and/or graphics that provide additional evaluation information, will be counted towards the maximum number of pages.
- C. The following information is not included in the page limit:
 - 1. Cover – must not contain information that can be evaluated.
 - 2. Cover Letter – on company letterhead, maximum 1 page.
 - 3. Table of Contents – must not contain information that can be evaluated.
 - 4. Resumes – each key team member, maximum 2 pages (each).
 - 5. Appendices – if included.
- D. SOQs must be submitted in a sealed envelope with the words

"CITY OF MANVEL CITY CENTER ENGINEERING SERVICES SOQ"

and the Applicant's name and address clearly indicated on the envelope.

- E. Seven (7) bound SOQs, must be submitted to Manvel City Hall in person or by mail before noon (Central Standard Time) on **September 30, 2021**.

LATE SOQS WILL NOT BE ACCEPTED.

SECTION 4. SELECTION PROCESS

- A. The City will appoint a Selection Committee to evaluate each Applicant based on qualifications. Using the criteria and weighting listed above, and in order of preference, the Selection Committee will rank the Applicants.
- B. The City may contact and interview references provided by each Applicant.
- C. The Selection Committee may then make a selection based on their collective evaluations of the Applicant's SOQ.
- D. The Selection Committee may conduct interviews regarding the project with the shortlisted top-ranked Applicants. Interview invitation letters may be sent to the shortlisted top-ranked Applicants with specific interview location and anticipated interview format. Applicants may present using any media format they choose, but the City provides no material or technical support. Applicants must leave any storyboards, other presentation items, and a hard copy of any presentation materials with the City for consideration. At the Applicant's request, materials can be returned after final selection.
- E. The City will enter into negotiations with the highest ranked Applicant to finalize a contract for the project. If a contract cannot be successfully negotiated with the highest ranked Applicant, then negotiations will be terminated with that Applicant and the City may enter negotiations with the next highest ranked Applicant until an agreement is reached or an impasse is declared.
- F. A selection/ranking result notification letter may be sent to all Applicants following a selection and/or interview list determined.
- G. Applicants are evaluated on any combination of the following elements:
 - 1) SOQ submitted;
 - 2) Reference verification;
 - 3) Interview performance (if conducted); and
 - 4) any information from any source, included in the SOQ or not.

SECTION 5. GENERAL TERMS & CONDITIONS

- A. Applicants must be able to meet the City's insurance requirements.
- B. The Contracting document shall be the City of Manvel's Standard Agreement for Professional Services - Engineering.
- C. The City reserves the right to reject any or all Applicants, to waive any informality or irregularity in any SOQs received, and to be the sole judge of the merits of the respective SOQs received.
- D. DIRECT CONTACT WITH SELECTION COMMITTEE MEMBERS, CITY COUNCIL MEMBERS, CITY EMPLOYEES, OR ANY CITY REPRESENTATIVE CONCERNING THIS RFQ AT ANY TIME IS STRICTLY PROHIBITED.
- E. If you have any questions regarding this solicitation, you may contact the City Attorney.
- F. Insurance:

The Applicant shall purchase and maintain, during the contract time, insurance as listed in the contract. The Applicant will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City.

 - 1. The certificate of insurance for General Liability and Auto Liability shall name the City of Manvel as additional insured.
 - 2. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Texas, or countersigned by an agent of the carrier to do business in the State of Texas.

City of Manvel
City Center Engineering
Selection Committee
9/30/2021

	Freese & Nichols	BGE	Walter P. Moore	EHRA	PRD	LJA	Huitt-Zollars
Total Score (Out of 700)	688	680	669	598	566	566	558
Average Score (Out of 100)	98.3	97.1	95.6	85.4	80.9	80.9	79.7
Lowest Score (Out of 100)	95.0	92.0	87.0	68.0	78.0	65.0	69.0
Composite Score*	43.0	42.0	39.0	20.5	10.5	4.0	0.0
#1 Rankings	3.0	1.5	2.0	0.0	0.5	0.0	0.0

*Composite Score: (7 points for #1 Ranking, 6 points for #2 Ranking, 5 points for #3 Ranking, 4 points for #4 Ranking)

Final Ranking
1. Freese & Nichols
2. BGE
3. Walter P. Moore

City of Manvel
City Center Engineering
Selection Committee
9/30/2021

Firm Name:	Possible Points	BGE	EHRA	Huitt-Zollars	LJA	PRD	Freese & Nichols	Walter P. Moore
Relevant Firm Experience (40 points)								
Applicant's overall reputation, service capabilities and familiarity as it relates to this project. Experience in Brazoria County and the City of Manvel are paramount for this project.	5							
List and briefly describe 3-5 comparable projects completed by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include: contract value, project owner, project location, contract name and title, address, current/accurate telephone number, and email address (if available).	20							
A minimum of three referrals and references from other agencies and owners. If possible, references should be from projects listed above.	5							
List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.	5							
Applicant's capacity to proceed without delay if selected for this work.	5							
Team Experience & Qualifications (30 points)								
Describe each team member's position; resumes of each proposed team member may be included in an Appendix.	10							
Briefly describe each team member's role on this project; provide organization chart with names.	10							
Provide "team" experience working together on similar projects.	5							
Identify proposed subconsultants/subcontractors, and your method of subconsultant/subcontractor selection, if applicable. Include in your SOQ a proposed subconsultant/subcontractor selection plan.	5							
Approach to Project Management (20 points)								
Describe your approach to time and schedule change.	5							
Describe your planning, scheduling, and estimating.	5							
Describe your quality control plan and dispute resolution.	10							
Other Factors (10 points)								
Current workload and ability to proceed promptly.	2							
Provide statement regarding your assurance that this engagement will not result in a conflict of interest.	3							
Retain factors impacting the quality and value of work.	5							
Total (100 points)	100							

Committee Member Name: _____

Date: _____



City of Manvel

City Center Engineering Services

September 30, 2021





September 29, 2021

Kyle Jung
City Manager
20031 Morris Avenue
Manvel, TX 77578

Re: Request for Qualifications: City of Manvel, City Center Engineering Services

Dear Mr. Jung:

BGE, Inc. is pleased to submit our Statement of Qualifications to provide civil engineering services for the City of Manvel, City Center. We strongly believe we possess the expertise and resources to serve the City successfully.

BGE offers in-house capabilities for a complete range of civil engineering design, permitting, construction administration and environmental services required to serve the City Center. We pride ourselves on being a nationwide firm with local experts with extensive experience in successfully serving municipalities like yours. Our corporate philosophy is built around responsiveness and commitment to our clients. You can be assured that we will provide you with professional engineering solutions within your schedule and budget. The City will receive the personal attention it deserves from a staff of experienced professionals—from BGE's principals to the administrative staff.

We thank you for this opportunity to present our qualifications. We are confident the City of Manvel will benefit from our engineering experience and expertise. We look forward to working with the City on this exciting project. If you have any questions, please do not hesitate to call us at 281-558-8700.

Sincerely,


E. Benton Schmaltz, PE, LEED® AP
Senior Project Manager
bschmaltz@bgeinc.com


Ronnie D. Harris, PE, LEED® AP
Principal in Charge
rharris@bgeinc.com



CONTENTS

1. General Information

a. Description of firm/team	1
b. Legal company organization	1
c. List of applicable licenses	1

2. Relevant Firm Experience

a. Overall reputation	2
Service capabilities	2
Familiarity as it Relates to this Project	5
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b. Describe each team member's role and organization chart	14
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Appendices

Resumes



1. GENERAL INFORMATION

a. Description of Firm/Team

BGE, Inc. provides a comprehensive range of engineering, environmental, surveying, construction management, land planning and landscape architecture services for public and private clients.

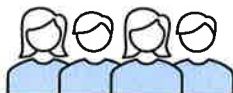


With more than 800 employees in 21 offices across the southeastern United States, BGE is ranked #116 on Engineering News-Record's 2021 "Top 500 Design Firms." The Houston office is the corporate headquarters for BGE and is made up of a staff of 395 team members, including 318 professional engineers.

BGE's management philosophy and business execution strategy are centered around "One Team." Our "One Team" approach fosters collaboration and teamwork between all staff regardless of experience, discipline, or location. BGE operates as one firm eliminating competition between regions, offices, or departments and giving our professionals the freedom to shift resources and draw in team members throughout the firm to meet our clients' design challenges and project schedules.



Founded in
1975



800
Employees



395 Employees
in the
Houston
Region



on ENR's 2021
"Top 500 Design
Firms"

b. Legal Company Organization

A privately owned corporation headquartered in Houston, the company was incorporated on February 21, 1975, by founders Pat Brown, PE, RPLS and Richard Gay, PE, through the acquisition of Mercer-Brown Engineers, Inc. In 1983, the company changed its name to Brown, Gay and Associates and six years later, it was renamed Brown & Gay Engineers, Inc.

In 2014, the new BGE logo and identity were created for the company and the name BGE, Inc. was officially registered in 2018.

c. List of Applicable Licenses

BGE is registered by the Texas Board of Professional Engineers and Land Surveyors for engineering (**No. F1046**) and surveying (**No. 10106500**).

BGE is registered by the Texas Board of Architectural Examiners for landscape architecture (**No. BR 2738**).



2. RELEVANT FIRM EXPERIENCE

a. Overall Reputation

BGE is one of the leading Texas-based civil engineering firms in the Houston region with an excellent reputation for delivering high-quality service to its clients.

Our team consists of experienced individuals who understand the nuances of site development, from small projects to large master-planned developments containing a mix of public infrastructure and private development.

We commit our passion, talent and resources to addressing our clients' most pressing needs, serving as their trusted advisors.

A testament to our reputation for providing excellent service is evidenced by long-term relationships with our clients, many dating back to our startup in 1975.

Service Capabilities

BGE is a multi-disciplinary civil engineering firm providing in-house services through the following departments:

- Site Development
- Survey Department
- Land Planning Department/
Landscape Architecture
- Platting
- Land Development
- Water/Wastewater Systems
- Hydrology and Hydraulics
- Construction Management
- Utility Coordination
- Environmental
- Transportation Systems

Site Development

- Site Grading and drainage design
- Infrastructure planning and design
- Surveying (boundary, topographic and construction staking)
- Permitting
- Feasibility studies
- Construction administration (owner's representative)
- Project Team Coordination and collaboration
- Stormwater quality management and sustainability
- Reclamation
- GIS
- Traffic studies
- Zoning and entitlements
- Environmental planning and permitting services



Surveying

- Topographic surveying
- Boundary surveying
- Route surveying
- Subdivision layout
- Construction staking
- Right-of-way mapping

- Legal descriptions
- Improvements surveying
- Hydrographic surveying
- GPS control surveying
- GPS real-time surveying
- GIS mapping
- Tree surveying
- Subsurface utility (SUE) surveying
- Terrestrial scanning



Land Planning/Landscape Architecture

- Planning
- Landscape architecture
- Streetscape design
- Site amenity design services
- Feasibility studies
- Site analysis
- Master development planning
- Design guidelines
- Parks and open space design
- Land use planning
- Zoning
- Entitlements
- Site design
- Site layout
- Urban design
- Low Impact Development (LID)
- Green infrastructure
- Fountain features
- Water features
- Construction administration (owner's representative)
- Monumentation design
- Signage design
- Subdivision platting
- Joint Referral Committee (abandonment applications)
- Variances
- Special exceptions
- Replat with notice
- Public hearings
- Utility abandonments
- Right-of-way abandonments
- Urban redevelopment
- Urban infill

Platting

BGE's platting team sets the bar for recording plats within the City of Houston ETJ and Harris County. Our high-performance team ranks above our top 8 competitors—producing the most plats in the shortest time frame during 2020. Their exceptional service makes our platting team the go-to consultants in the Houston area.



Public Works (Water/Wastewater and Drainage)

- Comprehensive planning
- Program management
- Large-diameter transmission and distribution
- Elevated and ground storage
- Aquifer storage and recovery
- Dam breach analysis and emergency action plans
- Reuse planning and design
- Permitting
- Comprehensive planning
- Program management
- Regional hydrology and hydraulic studies
- Development impact analysis and planning
- 1-dimensional and 2-dimensional modeling

- Conveyance, detention and mitigation planning and design
- Scour analysis and erosion protection



Construction Management

- Construction inspection
- Coatings assessments and inspections
- Coordination of materials testing
- Project management and contract administration
- Project documentation
- Schedule review and analysis

- Flood hazard mitigation CLOMR/LOMR FEMA studies and floodplain mapping

- Project controls
- Value engineering
- Utility coordination
- Subsurface utility engineering
- Permitting
- Dispute prevention and resolution
- Constructability Reviews

Utility Coordination

- Subsurface utility engineering
- Conflict analysis and resolution
- Utility agency coordination
- Utility relocation design
- Records research

- Feasibility studies
- Forensic investigation
- Permitting
- Inspections



Environmental

- Phase I/II Environmental Site Assessments
- Fatal flaw analysis
- Feasibility studies
- Regulatory risk analysis
- Site selection studies
- Routing studies and analyses
- NEPA document preparation (CE, EA and EIS)

- Public involvement
- Pre-application meetings
- Permit schedule analysis
- Cultural resources probability analysis
- Constraints mapping
- GIS and natural resource inventory



Transportation Systems

- Freeway reconstruction
- Arterial reconstruction
- Pavement rehabilitation and widening
- Feasibility studies
- Schematic design
- Planning and environmental linkage studies

- Traffic impact studies
- Traffic calming studies and design
- Traffic signal design
- Traffic signal timing
- Access management
- Complete street design
- Bridge design
- Specialty structure design

- Retaining wall design
- Pedestrian accessibility studies
- Bike trails, lane and cycle track design
- Intersection capacity improvements
- Innovative intersection design
- Intelligent transportation systems (ITS) implementation
- Railroad quiet zone studies
- Drainage modeling
- Utility relocation coordination
- CPM scheduling
- Multi-agency program management
- Mega-project program management

Familiarity as it Relates to this Project



BGE has experience with numerous mixed-use projects throughout the region that vary in size and density. Projects such as Midway's East River in Houston encompass over 150 acres and will be under construction for the next 30 years, while Park 8 is a 48-acre, high-density mixed-use project expected to be under construction for the next 7-10 years.

In BGE's experience, these projects require much thought to the future before design and construction to make a genuinely resilient project. Thought needs to be given to routing utilities to allow for easy integration for future phases. BGE seeks to create a "plug and play" development for future phases. This includes putting in future conduits for low voltage or power, utility routing or stubs to allow access outside of pavement, and/or establishing future grading elevation ranges of the site.

BGE has completed numerous projects similar to the City of Manvel's City Center. We are working on the private development project, Manvel Town Center by Weitzman Development, currently under construction. This project has involved many of the same types of planning, design efforts, collaboration and coordination efforts that will be required for the City of Manvel's City Center. These include coordination with the client for the development of the overall project site plan, coordination with project architects, review and approval by the reviewing agencies such as TxDOT, Brazoria County Drainage Districts and the City of Manvel.

As exemplified by the many projects listed in the comparable projects section below, BGE is accustomed to working with clients on large commercial master-planned developments. These types of projects all require significant planning of team resources, excellent management skills of the team members and constant and effective communication with the Client and project team.

City Center Project Approach

The BGE team understands your urgency to complete the design, bid and construction promptly. As engineering consultants, our charge is to support you in your project endeavors, regardless of the time frame and without compromising quality. Our team is adept at successfully meeting deadlines and our design methods are tried and true; therefore, while executing your project, you have one less "hand to hold." Below is an overview of our design process.

Step 1—Scope Development

The Project Manager will lead the project team to develop the scope. The tasks anticipated for scope development include meeting with the City of Manvel Staff, performing site visits and gathering as-builts, existing conditions information and preliminary survey.



Step 2—Schedule and Staffing

Promptly negotiate the schedule and staffing levels with the City based on an agreed-upon scope. Prompt attention to executing an agreement with the City of Manvel is a priority, which will result in a prompt notice to proceed.

Step 3—Notice to Proceed

When the Notice to Proceed has been received, BGE will initiate and communicate a project execution plan to the City and BGE team, outlining tasks, corresponding deliverables, next steps and monitoring requirements.

Step 4—Preliminary Design

At the 30 percent design phase, we will consider the overall project and determine sequencing. We will work with the City to identify ways to make design components and construction packaging more efficient. Preliminary design data gathering will begin. Significant coordination will be necessary between the team and City Project Manager to share information and clarify initial assumptions.

Step 5—Full Document Plan Set

At the 60 percent design phase, comments from the preliminary design report are incorporated, all necessary fieldwork is completed, and all data is acquired to execute a full document plan set. We will establish methods of construction, including sequencing.

A constructability review (CR) is a structured review of the plans and specifications with a focus on the buildability, biddability and efficiency of construction. The CR process focuses on reviewing the contract documents to prepare clear, non-conflicting contract documents with a clear scope definition, technical document and descriptions.



Step 6—Final Design

The 90 percent design phase should be a near construction-ready plan set. We enhance the focus on the project manual, ensuring all documents within the manual are necessary and current.

Step 7—Bid Ready Plans

The 100 percent plans will be clear of all final comments and the project manual will be made bid ready.

Step 8—Bid Phase and Construction

During the project's bid and construction phase, as required, our team will assist at a pre-bid and pre-construction meetings, participate in collaborating sessions, assist City in responding to any questions that may arise during

the bid phase, review drawings submittals, respond to RFIs, and provide City with as-built, mylars, PDFs, CAD or MicroStation drawings and GIS database files.

On the following pages, you will find our organization chart identifying our dedicated team with resumes of our key personnel and in-house services personnel. Our team will work with you to provide your public works needs.

Organized into roadways, water, wastewater and drainage categories, we have included a list of various project experiences.

Experience in Brazoria County and The City of Manvel

BGE has been working on various projects within the area for many years. BGE serves as the engineer for the Weitzman development known as Manvel Town Center, located at the NW corner of Highway 6 and US288. This project has involved working with the City of Manvel, the City Engineer, the City Planning Department, and Brazoria County Drainage District Number 4, to obtain review and approval for the development. The development has also included coordination with TxDOT to modify portions of the TxDOT controlled intersection to add lanes, modify signals and other improvements.

BGE is also involved in other developments, such as the Keating Toyota Dealership on SH 288 within Brazoria County. BGE serves as the engineer of record for Sedona Lakes, a sizable master-planned development. BGE has also provided transportation services for the SH 288 Managed Lane programming for TxDOT.



b. Comparable Projects

EAST RIVER

MIDWAY COMPANIES ■ Houston, Texas



BGE is providing ongoing engineering, planning and surveying services for the 150-acre mixed-use development within the shadows of downtown Houston bounded by Jensen Drive, Clinton Drive, Buffalo Bayou and Hirsch Road. The development includes a mix of multifamily, high-density single-family, office, retail and park space. The project included working with the architect to develop the master plan, prepare an overall drainage study, a traffic impact analysis, plan the removal and relocation of centuries-old infrastructure, and master planning the entire site utilities (water, wastewater, storm) to serve the overall development. Phase I (26 acres) included designing and preparing construction plans for public and private water distribution systems, sanitary sewer collection systems and storm drainage collection systems. BGE also completed the structural design of the bulkhead along the banks of Buffalo Bayou to repair the erosion caused by Hurricane Harvey; the relocation of the existing overhead transmission lines for CenterPoint Energy; and the design of underground duct banks for electrical distribution lines and telecommunication lines. This project also included the demolition of the previous development, abandonment of several streets and associated public and private utility easements

to allow for redevelopment that involved significant coordination with the City of Houston Joint Referral Committee. BGE designed a temporary 9-hole, par 3 golf course currently under construction on the eastern portion of the development outside the Phase I boundary. This master-planned mixed-use development is expected to continue developing over the next 20 years.

CONTRACT VALUE

Approximately \$1M per year for the last 4 years; Ongoing

CONTACT INFORMATION

David Hightower, PE
Executive Vice President
Midway Companies
CityCentre One
800 Town & Country Blvd.,
Suite 200
Houston, Texas 77024
713-463-4620
dhightower@midway.team

GRAND PARKWAY MARKET PLACE I AND II

Kimco Realty ▪ Houston, Texas

BGE was the civil engineer for the 100+ acre site that covered two corners of the properties located at Spring Stuebner at Grand Parkway. The project included the expansion of public utilities, road improvements, new frontage roads and the design of two public detention basins to serve each tract. The project also included an extensive amount of private and public infrastructure to serve current and future development. The public improvements totaled approximately \$12M in construction cost. This site included more than 700,000 square feet of retail space. Coordination with TxDOT for a new frontage road, Harris County for a road abandonment, Grand Parkway Toll Road for a Toll Revenue Study, Klein ISD and Dowdell PUD were required. The project also included obtaining encroachment agreements with CenterPoint Energy and an Advance Funding Agreement with TxDOT. The design and construction schedule for the project was very condensed and required the use of all BGE's line of services to successfully meet all deadlines for the client. This project was completed in 2018.



CONTRACT VALUE

\$2.24 Million

CONTACT INFORMATION

Patrick McCune
Director of Construction
Central Region
Kimco Realty
2600 West 7th Street, Suite 162
Fort Worth, Texas 76107
972-638-5241
pmccune@kimcorealty.com

PARK 8

Johnson Development ▪ Houston, Texas

Park 8 is a proposed mixed-use redevelopment site located along Rogerdale and Bellaire Blvd in the City of Houston. The site was previously occupied and used by Halliburton as an office and testing facility. BGE has prepared a master grading, utility plan and flood plain mitigation estimates for the overall site based on the proposed site plan. The site includes numerous LID techniques that are used as engagement and focus points for people within Park 8. This includes utilizing effluent from the City of Houston treatment plant for various items in the projects central plant's cooling towers, using the detention basin as a heat discharge system so the cooling water can be reused and stormwater rain gardens that route water to the basin and reduce the need for storm sewer pipe. BGE is currently coordinating the relocation of the existing central plant and a new outfall for the project directly into Brays Bayou. Overall, the project will need to provide about 84-acre-feet of detention and flood plain mitigation storage capacity. This project is currently in the first year of design and will ultimately include about 2.5M square feet of leasable space and is projected to take approximately 10-years to build out.

CONTRACT VALUE

\$372,650.00

CONTACT INFORMATION

Michael Cox
President
Johnson Development Corp.
5005 Riverway, Suite 500
Houston, Texas 77056
713-351-4934
michael@johnsondev.com

PINTO BUSINESS PARK

Pinto Realty Partners ■ Houston, Texas

This 971-acre business park, located at Beltway 8 and IH 45 North, consists of light manufacturing, warehouse and supply chain distribution facilities. When fully developed, the Park will accommodate up to 7million square feet of build-to-suit and user-owned facilities. BGE designed and prepared construction plans for all of the infrastructure within Pinto Business Park, including water distribution lines, sanitary sewer collection lines, storm sewer and detention facilities, lift stations and a water re-pressurization plant. BGE provided platting, survey, pipeline relocation coordination, gas and electric service coordination, project contract administration and construction observation services.

BGE serves as District Engineer for both Municipal Utility Districts that encompass Pinto Business Park.

The Park has frontage on both Beltway 8 (north boundary) and IH 45 North (east boundary), allowing excellent access to these significant transportation corridors. To take advantage of these access corridors, BGE provided transportation planning services for Pinto Business Park, including multi-phased traffic impact analyses and traffic signalization plans for three major intersections at the boundary of the Park.



CONTRACT VALUE

\$800,000.00 per year;
Ongoing

CONTACT INFORMATION

Mike Terechenok
Director of Development
Pinto Realty Partners
3737 Buffalo Speedway,
Suite 1100
Houston, Texas 77098
713-209-7572
mterechenok@cockrell.com

BAYBROOK MALL EXPANSION

General Growth Properties ■ Harris County, Texas

BGE served as the engineer for an 85-acre expansion of the existing Baybrook Mall, adding more than 700,000 square feet in retail. The project required abandonment and/or relocation of public utilities. The redevelopment involved significant coordination with the City of Houston Joint Referral Committee for the abandonment and/or relocation of public utilities. Additionally, planning and design of utilities and pavement infrastructure were needed to serve current and future development. This project required coordination with TxDOT, the City of Houston, Harris County, multiple private pipeline companies, private utility companies and the Baybrook MUD #1. This project was completed in 2017.



CONTRACT VALUE

\$1.2 Million

CONTACT INFORMATION

Greg Huette
Director, Planning & Design |
Development Retail
Brookfield Properties
(formerly General Growth
Properties)
350 N Orleans St. Suite 300,
Chicago, IL 60654
312-960-2943
greg.huette@
brookfieldpropertiesretail.
com

c. Referrals

1. Mr. David Hightower, PE
Executive Vice President
Midway
CityCentre One,
800 Town & Country Boulevard,
Suite 200, Houston, Texas 77024
713-463-4620
Dhightower@midway.team
Project Name: East River
2. Mr. Michael Cox
President, Johnson Development Services
Johnson Development Corp.
5005 Riverway, Suite 500, Houston, Texas 77056
713-351-4934
michael@johnsondev.com
Project Name: Park 8
3. Mr. Patrick McCune
Director of Construction Central Region
Kimco Realty
2600 West 7th Street, Suite 162,
Fort Worth, Texas 76107
972-638-5241
pmccune@kimcorealty.com
Project Name: Grand Parkway Market Place I
and II
4. Mr. Mike Terechenok
Director of Development
Pinto Realty Partners
3737 Buffalo Speedway, Suite 1100,
Houston, Texas 77098
713-209-7572
mterechenok@cockrell.com
Project Name: Pinto Business Park
5. Mr. Clay Forister
Assistant County Engineer
Brazoria County
451 N Velasco, Suite 230, Angleton, Texas 77515
979-864-1265
clayf@brazoria-county.com
Project Name: SH 288 Managed Lanes

d. Litigation

Below is a list and description of the litigation BGE has been involved in the last five years.

In August 2020, BGE received notice and was subsequently included as a defendant in a suit relating to a fatal incident that occurred in the fall of 2019 in the construction zone of the IH35 project in Waco, Texas. BGE is providing Construction Engineering and Inspection (CEI) services for TxDOT on this project and has co-mingled staff with TxDOT providing services. BGE recently provided depositions in the case and legal proceedings are ongoing.

BGE provided engineering services, as a subconsultant to the architect, on the Museum Medical Tower project located in Houston. In February 2018, the contractor struck a concrete electrical vault that was not shown on BGE drawings and the vault collapsed. Texas One-Call utility locator was not notified prior to excavation. All parties, including BGE, entered non-binding mediation. As recommended by our insurer, BGE agreed to a settlement in this case in March 2020.

In 2014, BGE provided engineering services to CalAtlantic Homes of Texas related to a single-family development in the Houston area, Arcadia. The development was inundated with floodwaters during Hurricane Harvey. CalAtlantic demanded BGE defend, hold harmless and indemnify CalAtlantic from claims brought against them and further asserted third-party claims against BGE relating to the project. As recommended by our insurer, BGE agreed to settlements in all matters relating to this case in May 2020.

SJRA filed suit against all parties involved in the planning, design, construction and inspection of a section of their surface water transmission pipe due to failure of a constructed section. Depositions and preliminary investigation revealed serious construction-related defects. The contractor alleged various contributions by anyone involved in the program. As Program Manager, BGE was not involved in the construction phases, including inspection or acceptance. The suit was resolved through mediation in July 2020.

BGE was included in a complainant's lawsuit against Finger Development along with others regarding a scaffolding collapse that resulted in an injury. The lawsuit was dismissed in February 2016.

In 2015, a lawsuit was filed by Clearbrook City MUD regarding a cost-contained fix to an existing slope failure in a detention pond. The issue was resolved through mediation in October 2017.

e. Capacity to Proceed without Delay

The BGE team is positioned to immediately provide services for the development, beginning with initial planning services and survey services as necessary, followed by engineering design.



TEAM EXPERIENCE & QUALIFICATIONS

a. Team Members' Positions



Ronnie Harris, PE, LEED® AP

Principal in Charge

Ronnie has more than 26 years of engineering design and senior project management experience. He currently serves as Director of Site Development in the Houston region of BGE. His expertise includes commercial/retail projects, mixed-use developments, senior living facilities, medical facilities, educational facilities and residential developments (multi- and single-family). A registered professional engineer in Texas, Ronnie has experience designing and preparing construction plans for grading and drainage, water distribution systems, sanitary sewer collection systems and stormwater detention. He is skilled at determining client needs and collaborating with clients, project team consultants, government officials and contractors to develop cost-effective project outcomes. Ronnie spends most of his time managing the Site Development team to ensure the team has adequate resources to ensure client project success.



Benton Schmaltz, PE, LEED® AP

QA/QC

Benton has 17 years of experience, concentrated in site development for mixed-use developments, commercial/retail projects, medical facilities, senior living facilities, educational facilities, multi-family, single-family and office projects. Benton is a registered professional engineer in Texas and has expertise in preparing construction plans, site inspections, engineering reports, design calculations, construction management and preparing cost estimates.



Matt Feil, PE

Senior Project Manager

Matt brings 18 years of experience, concentrated in site development for assisted living, commercial retail, industrial and park projects. His current duties include providing engineering and project management support for various projects. As a registered professional engineer in Texas, he has a wide range of expertise in preparing construction plans, site inspections, engineering reports, design calculations and project management.



James Lott, PE

Design Engineer/Private Infrastructure

James has over 9 years of experience as a Design Engineer and Project Manager for various phases of civil engineering design and construction projects locally and internationally. His experience includes paving, commercial site development, industrial, medical, institutional, mixed-use, single-family, multi-family and senior multi-family developments, municipal

water and wastewater improvements, drainage improvements, municipal water wells, municipal solid waste landfills, wastewater treatment plants and TxDOT highway improvements. James is skilled at managing large-scale master-planned projects and project team consultants, government officials and contractors throughout the life of the project.



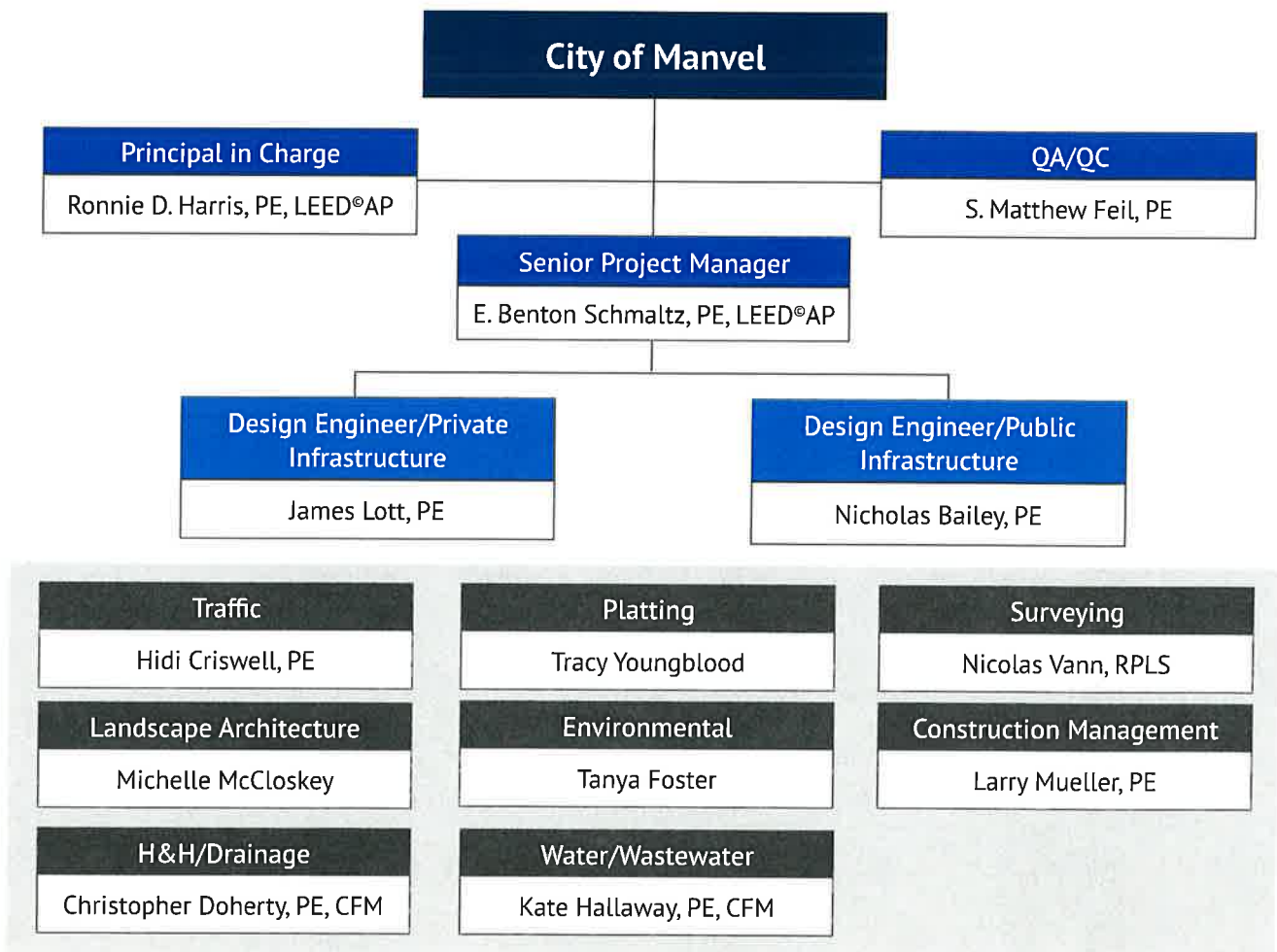
Nicholas Bailey, PE

Design Engineer/Public Infrastructure

Nick has over 20 years of design and project management experience as a civil engineer. His primary focus has been in the field of land development and MUD representation with a variety of site development and public works projects. Nick has extensive experience in engineering and project management for large-scale residential, commercial and industrial developments and for several municipal utility districts (MUDs). His responsibilities have included managing multi-discipline design teams for new and rehabilitated facilities, as well as the design and construction of various land development projects.

b. Describe each Team Member's Role and Organization Chart

All team members are BGE employees.





c. Team Experience Working Together on Similar Projects

The BGE team will be led by a Senior Project Manager, Benton Schmaltz, a shareholder within the firm. Benton's immediate team will include staff within the Site Development department who specialize in providing civil engineering services (planning, grading, drainage, detention, utility and paving design) for site projects from small to large. The Site team will be supported internally as necessary by the Survey Department, Public Works Department, Planning and Landscape Architecture Group, Traffic and Transportation Department, Construction Administration Department and Environmental Department.

The BGE team has been working together for many years, including similar large projects mentioned in the previous section. As Principal in Charge, Ronnie Harris has been with BGE for more than 26 years. The project manager, Benton Schmaltz has more than 17 years of experience managing projects with the BGE team.

BGE's team experience working together on similar projects	City of Manvel Town Center	East River	Grand Parkway Market Place I and II	Park 8	Pinto Business Park	Baybrook Mall Expansion
Ronnie D. Harris, PE, LEED®AP	●	●			●	●
E. Benton Schmaltz, PE, LEED®AP			●	●	●	●
Nicholas Bailey, PE	●					
James Lott, PE						
S. Matthew Feil, PE		●				
Hidi Criswell, PE	●		●	●	●	●
Michelle McCloskey						
Tracy Youngblood	●	●	●	●	●	●
Tanya Foster		●				
Christopher Doherty, PE, CFM	●	●	●	●	●	
Nicolas Vann, RPLS	●	●	●	●	●	●
Larry Mueller, PE	●	●			●	
Kate Hallaway, PE, CFM	●				●	

d. Identify Proposed Subconsultants / Subcontractor and Method of Selection and Subcontractor Selection Plan

At this time, all services required for the project are intended to be provided in-house by BGE staff. In the event subconsultants are determined to be required during the scoping conversations with the City of Manvel, BGE will provide a list of those subconsultants for review for the city. BGE maintains close relationships and an internal list of quality firms we partner with when needed. These firms represent companies with the same values as BGE to provide the best quality service to our clients.



APPROACH TO PROJECT MANAGEMENT

BGE approaches every project assignment by first understanding how to align our talent and efforts with your expectations of what is valued and required. Success is defined in terms of how we can serve and deliver value as your trusted advisor. We accomplish this through effective planning, communication, commitment to quality and proactive risk management.

BGE is committed to being available to the City whenever you need us at the frequency you desire. Our project staffing approach is to engage senior staff members to ensure the project has experienced responsive leadership and effective quality assurance.



With BGE, the client will receive a team of experts from many different aspects of needed support. As the team leader, Benton's immediate team will include staff within the Site Development department who specialize in providing civil engineering services (planning, grading, drainage, detention, utility and paving design) for site projects from small to large. The Site team will be supported internally as necessary by the proposed development by the Survey Department, Public Works Department, Planning and Landscape Architecture group, Traffic and Transportation, Construction Administration Department and Environmental Department.

a. Amendment/Change Orders

BGE will make every effort to determine and define the full scope of services required to obtain approvals and permits for the proposed development. The goal is to avoid contract amendments, add services and change orders to the extent possible. When scope items are discovered during the design or construction process that was not apparent at the beginning of the project, BGE will work with the City to obtain approvals for any additional services before proceeding with the design of those services.

Likewise, BGE approaches project design intending to minimize construction change orders related to civil engineering design. We schedule a review of the design drawings before construction issuance to ensure clarity of design intent. Multiple design alternatives are evaluated during the design process to ensure the most reasonably cost-effective solutions are designed

for the project to avoid value engineering changes later. Clear and effective communication with the project design team is key to avoiding surprises later during project design development.

BGE also engages in conversations during design with trusted contractors in the industry to obtain the most recent cost evaluations of design alternatives and obtain input on constructability of the proposed design. This process also helps to avoid surprises during construction.

b. Planning, Scheduling and Estimating Tools

Planning

BGE will begin the project by collaborating with the City, the project team and other stakeholders to develop a detailed Project Management Plan (PMP) that outlines the following:

1. Team organization and resources
2. Scope of work
3. Schedule of project milestones
4. Project Deliverables
5. Project Budget
6. Responsibilities of each team member



Once a draft of the document has been prepared and approved by the City, Benton will schedule a kickoff meeting with the team will review the PMP and adjust the plan as needed. Throughout the project, the PMP serves as a roadmap for efficiently and effectively completing the project with a focus on quality.

Scheduling

Making schedules and meeting key milestone dates are essential to be responsive to the City of Manvel's needs. Our approach to schedule management begins with developing a Microsoft Project schedule, identifying potential critical path items, and either eliminating critical path items by resolving them early or managing those items so that they do not further extend the critical path. We will also schedule the project with adequate float; this provides time to make "mid-course corrections" while minimizing potential impacts to the project end date. Early identification of possible schedule deviations and budget issues enables our Project Manager to proactively take corrective action to keep the project on schedule.

BGE will work together with the City of Manvel to create an effective schedule to meet project milestones. BGE will serve as a trusted advisor that will execute the approved schedule plan. Utilizing Critical Path methodologies, our team has a history of successfully delivering projects on or ahead of schedule. We utilize proven project planning and monitoring techniques with a structured work breakdown structure and formal critical path scheduling that provide easy identification and monitoring of critical path tasks.



Cost Estimating

BGE's expertise in cost estimating means more accurate cost estimates for better planning, timing budgeting for the City's construction projects and fewer change orders during construction. BGE has extensive experience preparing informed and accurate cost estimates. BGE maintains a comprehensive database of construction costs for all of our projects. This database is a powerful tool that allows easy comparison of construction cost changes with quantities and time. Both features enable BGE to stay at the forefront of shifting construction prices. In addition to our comprehensive construction cost database, BGE maintains close relationships with industry experts to verify cost information.

In recent months, BGE has been working with suppliers and contractors to understand how market volatility is affecting construction costs. The main drivers for the volatility are due to the limited supplies of steel, lumber, fuel and other materials and a large amount of construction occurring in the area. This has caused contractors to ask for additional costs for materials for when they place their order versus when they put together a bid. BGE is currently working throughout its departments and with clients to mitigate these effects. Such strategies discussed are shortening bid times, time to award projects and paying for materials on hand.

c. Quality Control and Dispute Resolution



The BGE team is responsible for the overall quality of the final design product and incorporates the review of all work products in the Quality Control Process (QCP). The process ensures designs are economical, constructible, maintainable and appropriate for the jurisdiction and project surroundings. The QCP process involves design checks during each design progression step. A third-party professional engineer not involved with the project design is assigned to check the final product before delivery. The principal-in-charge will provide Quality Assurance to review the proper BGE procedures that were followed.

Disputes during project design are rare when clear scopes and fees are negotiated with the client before the beginning of the design. During the scoping phase of the project, BGE will conduct multiple discussions with the client, the project team and any others involved with the project to ensure clear expectations for project design deliverables. Clear communication will often weed out the chance of future disputes. Those items are documented in writing.

Effective communication is critical to a successful construction project. Our inspectors understand they cannot alter, add or waive contract provisions, issue instruction contrary to the contract, act as a foreman for the contractor, or interfere with how the contractor manages the work. The inspectors observe construction, document work and relay construction issues to the City, project manager Benton Schmaltz and Contractor. Directives, change orders and requests for information will be handled formally and in writing with coordination with the City as appropriate.

It is not uncommon for unforeseen issues to arise during construction. BGE understands the critical importance of construction project delivery to our Clients and for projects to remain on schedule. Therefore, RFI's are treated as a priority for our project managers to resolve immediately. For each question that arises during construction, BGE will study all available information and work with contractors and the project team to develop the best response for the client.

In the event any dispute arises during construction, BGE is committed to resolving the dispute in the best interest of the client. BGE is guided by our core values of Integrity, Commitment, Respect and Excellent Reputation. These values set the standard of how we conduct ourselves in every relationship.



OTHER FACTORS

a. Current Workload and Ability to Proceed

Once the contract is negotiated and executed with the City of Manvel, we have the ability to promptly begin work on the City Center project.

Team Member	Role	Availability
Ronnie D. Harris, PE, LEED®AP	Principal in Charge	25%
E. Benton Schmaltz, PE, LEED®AP	Senior Project Manager	40%
S. Matthew Feil, PE	QA/QC	20%
James Lott, PE	Design Engineer/Private Infrastructure	50%
Nicholas Bailey, PE	Design Engineer/Public Infrastructure	50%
Hidi Criswell, PE	Traffic	20%
Tracy Youngblood	Platting	20%
Nicolas Vann, RPLS	Surveying	20%
Chris Patterson, AICP	Land Planner	20%
Michelle McCloskey,	Landscape Architecture	20%
Tanya Foster	Environmental	20%
Larry Mueller, PE	Construction Management	20%
Christopher Doherty, PE, CFM	H&H/Drainage	20%
Kate Hallaway, PE, CFM	Water/Wastewater	20%

b. Conflict of Interest

There are no apparent conflicts of interest for BGE to provide services to the City of Manvel for this proposed engagement.

c. Relevant Factors Impacting Quality and Value of Work

BGE's management philosophy and business execution strategy are centered around "One Team." Our "One Team" approach fosters collaboration and teamwork between all staff regardless of experience, discipline, or location. BGE operates as one firm eliminating competition between regions, offices, or departments and giving our professionals the freedom to shift resources and draw in team members throughout the firm to meet the most aggressive project schedules or design challenges. That means when a particular employee's commitments may preclude them from meeting a client's needs, we have a deep and willing "bench" to call on to get the job done. Across departments and markets, and from principal down to intern, BGE is dedicated to the success of its clients and their projects.

BGE's core values of Respect, Integrity, Commitment and Excellent Reputation define who we are. We selectively hire employees who meet these qualities to allow for the best possible communication, collaboration, and service we possibly can.

In addition to the services we provide, we have other capabilities that bring value to your projects, such as Unmanned Aircraft and BGE's 360° Camera, to mention a couple.

Unmanned Aircraft

BGE's Unmanned Aerial Systems (UAS) deliver a unique opportunity for our clients to capture aerial imagery of any project, including high-resolution photogrammetry, video and LiDAR.

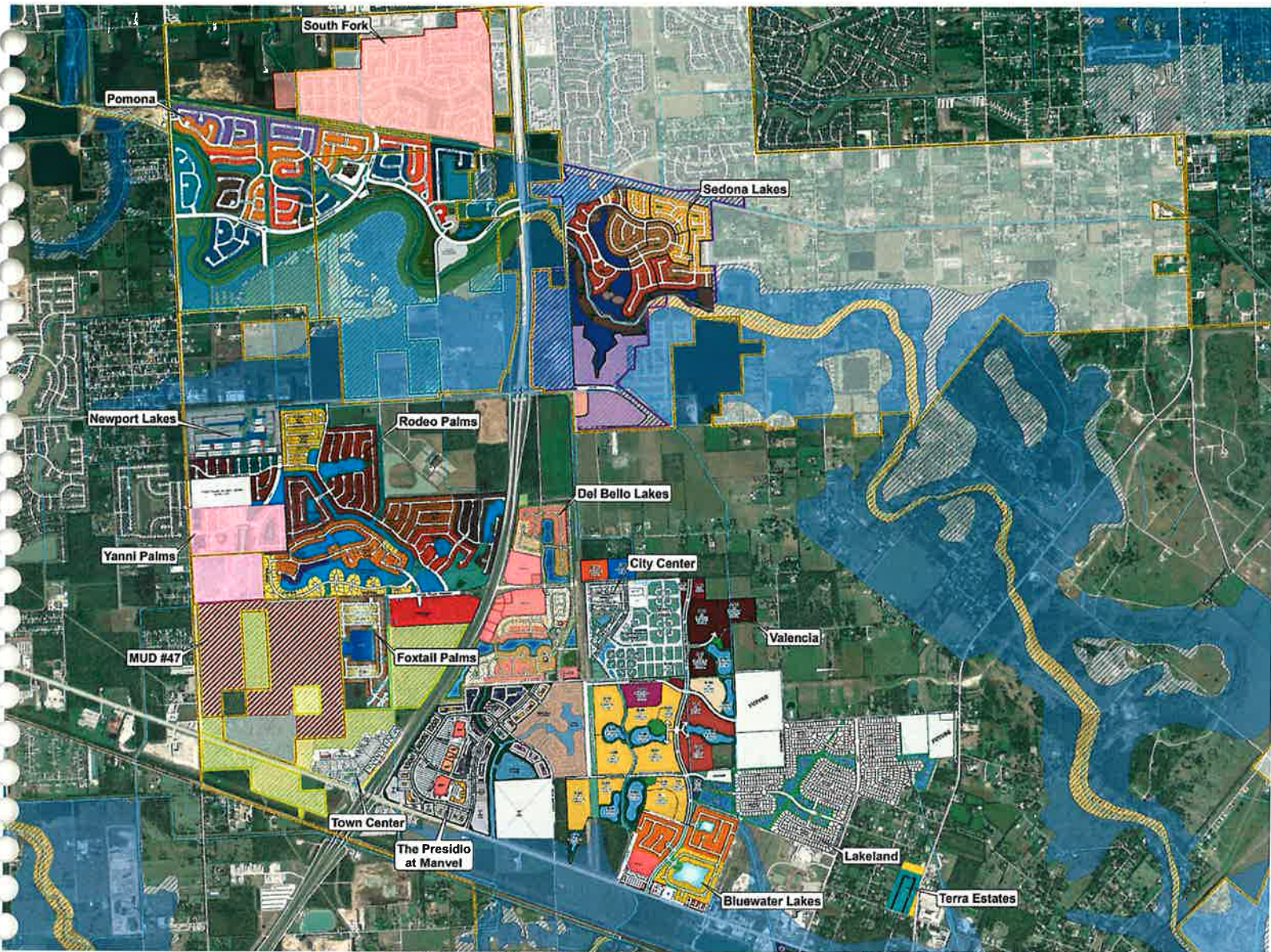


Licensed by the Federal Aviation Administration, the specialized services offered are for multiple applications, such as site evaluations and analysis, conceptual design, 2D and 3D GIS applications and data support. UAS offers an efficient option for capturing data that traditional imagery does not provide.

BGE's 360° Camera

BGE has in-house expertise in collecting 360° photographic surveys of assets. These can be used to plan field activities and virtual meetings, track and record deficiencies, and establish baselines for asset conditions. BGE's 360° camera provides the ability to drop down at any point on the GIS map and get a high-resolution panoramic view.





STATEMENT OF QUALIFICATIONS
CITY OF MANVEL
 City Center Engineering Services
 September 30, 2021

September 30, 2021

Kyle Jung
City Manager
City of Manvel
20031 Morris Avenue
Manvel, Texas 77578

RE: City Center Engineering Services

Dear Mr. Jung:

Freese and Nichols, Inc. (FNI) is pleased to provide our Statement of Qualifications (SOQ) for the preparation of design construction plans for the City of Manvel City Center. Engineering services will include the design of water, sewer, drainage, and paving projects along with bid phase and construction administration and oversight services. Established in 1894, FNI is a multidiscipline firm specializing in infrastructure design and construction services to cities, municipalities, counties and other public agencies. In this statement of qualifications, we have detailed many reasons why the FNI team is the ideal choice for this project, including:

Local, Dedicated Project Team — The key proposed FNI staff members office in Brazoria County out of our Pearland Town Center office located less than 15 minutes from Manvel City Hall. We understand that schedule is important and have submitted qualifications for project team members who have the availability to begin work upon notice-to-proceed. We also have the team members and multidiscipline personnel — including drainage, traffic control, landscape architecture and alternative project delivery professionals — to provide advice and deliver turn-key projects, when needed.

Proven Municipal Success in Brazoria County — Our team has extensive local project experience working together in Brazoria County for the Cities of Pearland, Alvin, Richwood, Angleton, Lake Jackson, West Columbia, Port Freeport, Clute and Freeport, as well as Brazoria County. We understand the geographic and drainage challenges of low lying area designs, construction of new location roadways, utility and pipeline issues, planning of right-of-way corridors, and unforeseen field conditions, among other factors that must be successfully addressed to complete a project on-schedule and within budget. Our engineers and construction services professionals have the experience and knowledge of the local area to meet these challenges.

Unmatched Knowledge of Manvel's Infrastructure — In the last six years, FNI has conducted the City's Water and Wastewater Impact Fee Study, Master Thoroughfare Plan, Preliminary Engineering of the City's Wastewater Treatment Plant Expansion and the Master Wastewater Plan. We have experience successfully working with the City staff, many of whom are new to the City. Under our local Project Director Richard Weatherly's leadership and as a result of our recent planning and design work with Manvel, FNI will be able to "hit the ground running" to get your projects moving forward with minimal delays.

We are excited about continuing to work with the City of Manvel on this important project. Please feel free to contact me directly if you have any questions regarding this proposal.

Sincerely,



Richard Weatherly, PE
Vice President/Principal
713-600-6824 | richard.weatherly@freese.com



Ben Wilson Corridor – City of Victoria

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East Rosedale Street – City of Fort Worth

1. GENERAL INFORMATION

DESCRIPTION OF FIRM/TEAM

Freese and Nichols

Freese and Nichols, Inc. (FNI) is a multidiscipline firm, offering clients comprehensive engineering, architecture, planning, program management, construction management and environmental science services. The company traces its roots to 1894, when founder John Hawley became one of Texas' first independent engineers. We have grown with Texas and now, FNI has more than 950 technical staff and support personnel.

FNI provides a broad range of infrastructure services to help clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management and operations and maintenance. We have tailored our services to the municipal client sector and other governmental entities which may work with or within their jurisdiction. FNI does not work on private developments to avoid conflicts of interest. Our infrastructure designs are based on adherence to municipal design requirements as well as meeting county and/or approving agencies funding or permitting requirements.

Legal Company Organization

Freese and Nichols, Inc. was incorporated in Texas in 1976, Charter #394566

Applicable Licenses

Freese and Nichols

Texas Board of Professional Engineers #F-2144

Terracon

Texas Board of Professional Engineers #F-3272

The Wilson Survey Group

Texas Board of Professional Engineers and Land Surveyors #10014900

Continuous Improvement is Key to Delivering Quality

For more than two decades, FNI has set a course focused on **continuous improvement**. It is a key tenet to delivering quality in all that we do. Continuous improvement requires methodical planning, measuring, analyzing and refining, resulting in a repeatable systematic approach. It instills accountability and transparency, encouraging self-improvement in the workplace.

Our commitment to quality and continuous improvement was validated when FNI became the first engineering/architecture firm to receive the **Malcolm Baldrige National Quality Award**, the highest level of recognition for performance excellence in the United States. The Baldrige experience still drives our commitment to delivering quality service today.

Terracon

Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multidiscipline firm specializing in Environmental, Facilities, Geotechnical, Materials. Over its history, Terracon has achieved significant expansion through both internal growth and acquisitions. Terracon currently has more than 5,000 employees in more than 150 offices and 50 states nationwide. Additionally, we partner with our U.S. clients to serve their international needs.



The firm's success is further evidenced by a current ranking of 22 in Engineering News-Record's 2020 listing of the Top 500 Design Firms, as compared to a ranking of 41 a decade ago. Terracon's growth is due to dedicated employees who are responsive to clients, provide quality services, and take advantage of opportunities in the marketplace.

Terracon provides services on thousands of projects each year. Our culture, systems, and structure enable us to excel at both small and large projects. By combining our national resources with specific local area expertise, we consistently overcome obstacles and deliver the results our clients expect.

Terracon serves a diverse portfolio of private and public clients. By being responsive, resourceful, and reliable, we strive to exceed our clients' expectations for service, solutions, quality, and speed of delivery. Based on a deep understanding of our clients' needs, Terracon's commitment is centered around these key objectives.

The Wilson Survey Group

The Wilson Survey Group, Inc. (WSG) is a Pearland-based company that has been in the business of performing land surveys since 1951. Services include boundary surveys, construction staking surveys, as-built surveys, topographic surveys, hydrographic surveys and geodetic control surveys. These surveys are typically performed for title companies, Realtors, engineering companies, architects, municipalities, commercial and industrial clients. Wilson Survey Group utilizes robotic total stations with data collectors to conduct surveys in the field. They also make use of GPS technology for establishing geodetic control and to conduct topographic surveys using RTK surveying methods. Each survey crew is led by an experienced and well trained party chief. The calculations and drawings are prepared by qualified Survey Technicians using Autodesk Civil3D 2019 software.



WSG is a well-known surveying firm in Brazoria County that has worked on infrastructure improvement projects in a number of cities in the County for almost 70 years. WSG has a long working relationship with FNI which spanning over two decades, providing surveying services on recent projects such as City of Pearland's Rice Drier and Halik Roads, Pearland Parkway, Dixie Farm Road Reconstruction, City of Freeport's streets and utility and lift station designs, City of Lake Jackson's drainage study, City of Alvin's Johnson Street reconstruction, and many more.



Montgomery Street – City of Fort Worth

2. RELEVANT FIRM EXPERIENCE

OVERALL REPUTATION/SERVICE CAPABILITIES

FNI has built its practice on a strong foundation of client service and a continued commitment to project excellence. FNI's outstanding reputation for quality work results in nearly 90 percent of our work coming from repeat clients. We have consistently outperformed many larger competitors due to our robust management practices and client service model. We have served Texas municipalities, local governments and institutions for more than 127 years and are fully committed to enhancing the Texas way of life. Our relevant services include:

Roads and Bridges

- Street and Highway Design
- Bridge Design
- Intersection Design/Signalization
- Traffic Studies
- Transportation Planning
- Utility Relocation/Design
- Route Studies
- ROW/Easement Acquisition Documents
- Rail Planning/Design
- TxDOT Coordination

Utility Services

- Water/Sanitary Sewer Line Design
- Regulatory Compliance Assistance
- Water/WW Master Planning
- Water/WW Treatment Design
- Elevated and Ground Storage Tank Design
- Pump Station Design
- Lift Station Design

Storm Drainage

- Drainage Impact Mitigation Facility Design
- H&H Modeling
- Stormwater Impact Analysis and Mitigation
- Floodplain Management
- Stormwater Master Planning
- Stormwater System Design

Construction Services

- Bid Phase Services
- Constructability Reviews
- Construction Management
- Contract Administration
- Cost Estimating
- Phasing and Mobilization Planning
- Project Scheduling

Environmental Science

- Section 404 Permitting
- Contamination Assessments and Remediation

- Environmental Impact Statements, Environmental Assessments and Categorical Exclusions (National Environmental Policy Act (NEPA) documentation for TxDOT)
- Natural Resource and Watershed Management
- Environmental Constraints Identification

Additional Services

- Landscape Architecture
- TCEQ Coordination
- Public Involvement
- Asset Management Programs
- Site Development
- Geotechnical Engineering
- Structural Engineering
- Condition Assessments

EXPERIENCE IN BRAZORIA COUNTY AND CITY OF MANVEL

FNI's Local Project Experience

FNI has had a local office in Brazoria County since 2000. Since that time, FNI has worked on more than 200 projects for or located in Brazoria County, ranging from utility and lift station designs to new roadways or reconstruction, drainage studies and designs, water and wastewater plants and many more. In the past six years, FNI has worked with City of Manvel staff on key projects including the following:

- Wastewater Master Plan
- Water and Wastewater Impact Fee Update
- Master Thoroughfare Plan
- Water and Wastewater Treatment Plant Siting Study
- Preliminary Engineering for the City's Wastewater Treatment Plant Expansion

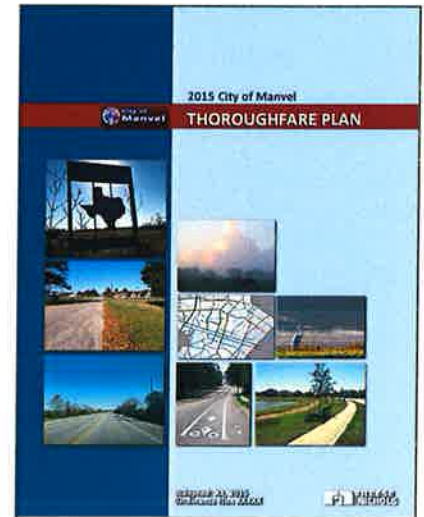
Our experience working locally in Brazoria County and with the City of Manvel and its staff provides us the knowledge needed to serve the City's needs on the critical City Center project.

Wilson Survey Group Experience in Brazoria County

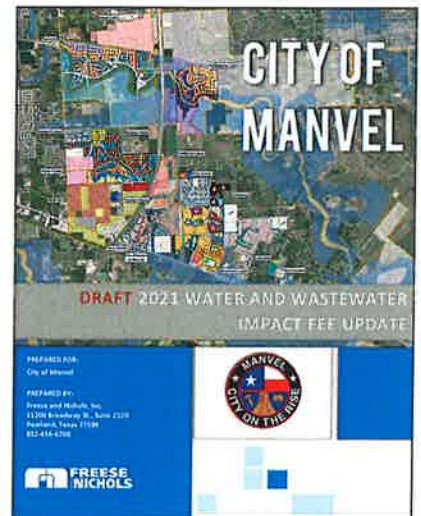
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Terracon's Experience in Brazoria County

- Brazoria County Transit Facilities – Lake Jackson, Texas
- Brazoria County Courthouse Additions – Angleton, Texas
- Brazoswood High School Replacement and Multi-Sport Facility – Clute, Texas
- Texas DPS Drivers License Office – Angleton, Texas
- Alvin ISD Bennett Elementary – Manvel, Texas
- Rice Drier and Halik Roads Improvements – Pearland, Texas
- Streets Reconstruction projects Phase 1 & 2 – City of Freeport, Texas



2015 City of Manvel Thoroughfare Plan



City of Manvel 2021 Water and Wastewater Impact Fee Update

COMPARABLE PROJECTS/REFERENCES



Business Center Drive Extension | City of Pearland

FNI provided preliminary engineering study and design, roadway alignment, Phase I ESA, signal warrant studies and a H&H study for a two- and four-lane divided roadway from CR 59 to 900 feet south of Broadway, as well as widening of CR 59, including realignment of Southfork Parkway near CR 59. The design contract included the two- and four-lane divided Business Center Drive extension, signal design for the CR 59 intersection, storm sewer design, pavement markings and signage, landscaping and irrigation, street light conduits and traffic control plans. This project required coordination with TxDOT, Brazoria County, utility companies and Brazoria County Drainage District #4. FNI was able to coordinate with the District to allow roadway drainage mitigation to be handled by widening a ditch, thus avoiding a new site for a detention pond.

Signalization: FNI provided signal warrant studies for an in-mall road and CR 59 at the Business Center Drive Intersection. FNI designed the warranted signal at CR 59, which included intersection layout, pavement markings and signage, and permitting, as well as coordination and approval from the TxDOT Houston District and Brazoria County.

Location

Pearland, Texas

Completion

2015

Cost

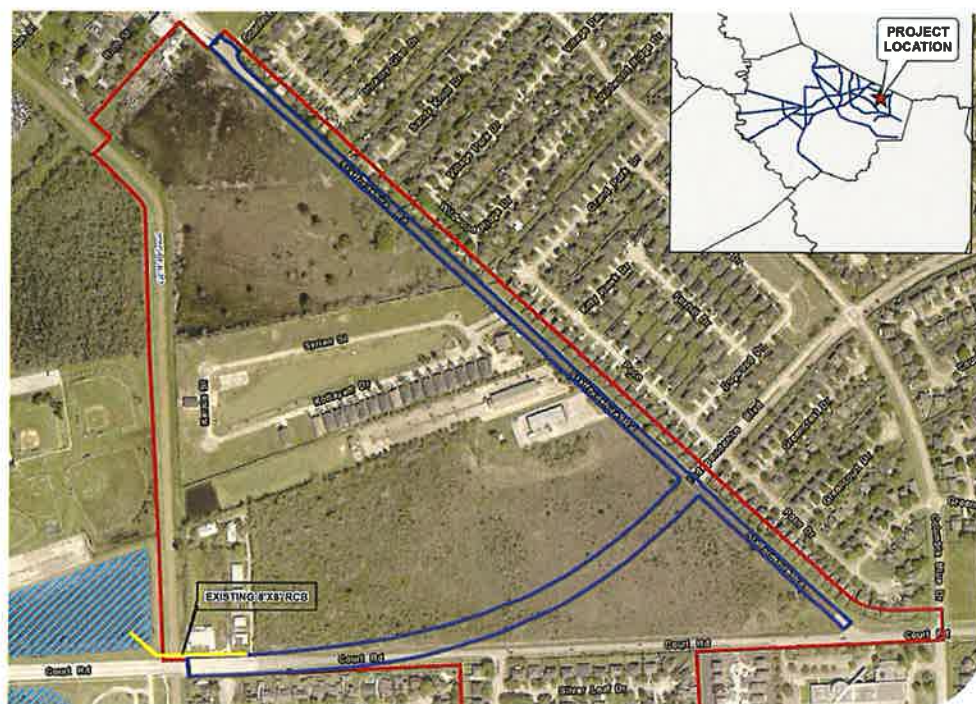
\$3.5 million

Owner Reference

Skipper Jones
Assistant Director of Capital
Projects & Engineering
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581
281-652-1600
sjones@pearlandtx.gov

Contract Amendment History

None



Staffordshire Road–Independence Boulevard | City of Missouri City

FNI provided professional engineering design services for the reconstruction of Staffordshire Road and the design of a new segment of Independence Boulevard (Segment 1). Total project length was approximately 5,600 LF.

Independence Boulevard was designed as a four-lane divided concrete curb-and-gutter section, the majority of which was on new alignment. Staffordshire Road was designed as a three-lane concrete curb-and-gutter section. A new raised median was added to an adjacent existing section of Independence Boulevard that replaced a continuous turn lane. The project facilitated better traffic movement in the area by replacing a severely skewed intersection with a 90-degree intersection.

The existing road is served by roadside ditches and a limited storm sewer that crosses the Gulf Coast Water Authority (GCWA) canal into the Stafford Run regional detention system. A complete evaluation of the existing drainage system was performed, and it was found to not meet current drainage criteria. The new storm sewer system was sized to convey the 100-year flows for the roadway and offsite areas, resulting in a significant reduction of drainage issues in the area. Stub-outs for future roadway improvements were designed to also convey the 100-year flows from adjacent roadways that will be improved in the near future. Since the study area is served by a regional detention facility sized for ultimate flows, there was no need for mitigation of increases in flows.

A tract of undeveloped land adjacent to the proposed alignment for Independence was in the process of being designed. This required significant coordination with the City, and the consultant for the development to confirm adequate phasing of the construction process.

Location

Missouri City, Texas

Completion

2020

Cost

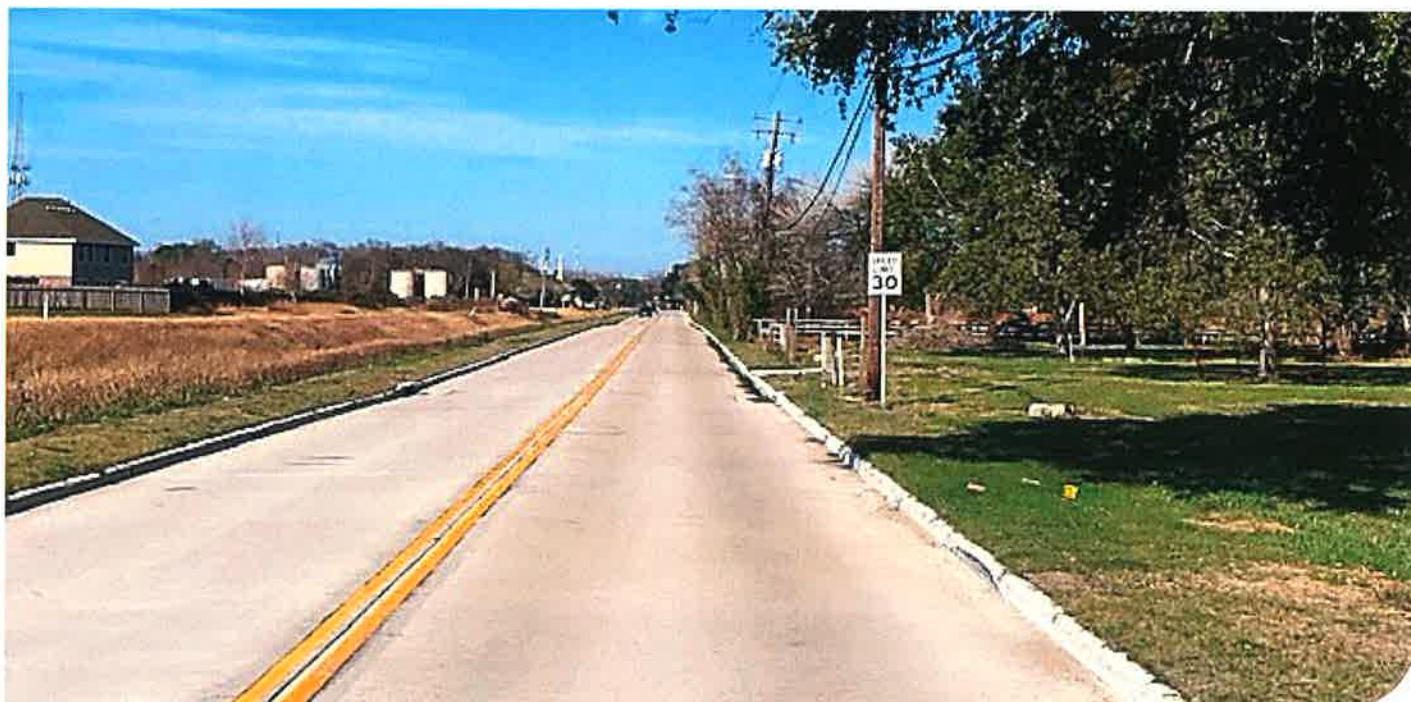
\$7 million

Owner Reference

Mark Law
CIP Administrator/Project
Manager
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
281-403-8500
mlaw@missouricitytx.gov

Contract Amendment History

None



Johnson Street Paving and Drainage Improvements | City of Alvin

FNI provided design and construction-phase services for the reconstruction of 3,500 LF of Johnson Street from South Street to FM 1462. The scope of work encompassed replacement of a two-lane asphalt, open-ditch roadway to a three-lane concrete curb-and-gutter roadway with underground storm drainage and sidewalks. The project required extensive utility coordination.

The project also included a drainage impact analysis, technical memorandum, approval by the local drainage district, traffic control plans and ADA-compliance review and inspection.

Location

Alvin, Texas

Completion

2019

Cost

\$1.22 million

Owner Reference

Michelle Segovia, PE, CFM
City Engineer
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
281-388-4341
msegovia@cityofalvin.com

Contract Amendment History

None



54-inch Eastside Interceptor | City of Alvin

The 54-inch Eastside Interceptor project is part of the City of Alvin's effort to expand the capacity of the collection system to their existing on the southern end of town. The collection system originally included two parallel wastewater lines (27- and 33-inch), that did not have sufficient capacity for future development needs. Both of these lines were abandoned and replaced by the proposed 54-inch Eastside Interceptor. This project included an alternative route study to evaluate the route to provide the best value to the City, detailed design of the selected route, bid phase services and general construction representation services.

Other special services included resident project representation, geotechnical investigation, topographic survey, easement preparation, environmental evaluation, materials testing, and construction management and inspection. During the route study, FNI's design team worked with our system modelers to develop alternative routes and optimize pipe hydraulics. Three routes were considered and ranked based on cost, impact to the public, environmental impacts, ease of construction and easement requirements.

Location

Alvin, Texas

Completion

2021

Cost

\$15.28 million

Owner Reference

Michelle Segovia, PE, CFM
City Engineer
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
281-388-4341
msegovia@cityofalvin.com

Contract Amendment History

None



McHard Road Extension | City of Pearland

The McHard Road Extension between Cullen Boulevard and Mykawa Road is a \$30 million, 3.5-mile, project that is currently in the construction phase. Led by Project Manager Ron Bavarian, FNI acted as the prime consultant working with a total of 11 subconsultants to provide survey, traffic, environmental studies, drainage impact analysis, major storm system designs and geotechnical investigations. The public outreach effort for this project included a public meeting and public hearing. Utility coordination included 30-, 60- and 90-percent meetings with utility and pipeline companies. All of the work for this project was coordinated with the City and TxDOT. Plans were completed in accordance with standard TxDOT specifications.

FNI also provided a preliminary engineering study and report for the McHard Road extension. The project scope included refinement of roadway alignment previously prepared by FNI, roadway layout within 120-foot ROW, and alternative roadway section study. Upon TIP funding of project by TxDOT, FNI conducted the following:

Schematic Design: FNI prepared alternative alignment for extension of this 3.5-mile, four-lane divided roadway. Alternative alignments were presented to the public and stakeholders in a TxDOT-sponsored public meeting. A Summary Report was prepared. Based upon the preferred alignment, FNI prepared a schematic design layout for the project including six intersecting streets.

Location

Pearland, Texas

Completion

Construction Ongoing

Cost

\$30 million

Owner Reference

Jennifer Lee
Senior Project Manager
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581
281-652-1760
jlee@pearlandtx.gov

Contract Amendment History

Amendment 1 - Adding City-requested Fiber Optic design to the project

Amendment 2 - Additional engineering services and deletion of some services for a net decrease in contract

McHard Road Extension | *continued*

Environmental Assessment Document: FNI prepared the EA Report for the preferred alignment. This report was prepared based on TxDOT's Technical Report format. As part of the EA process, FNI coordinated and conducted one Public Meeting and one Public Hearing. The project scope included acquisition of 73 parcels for the extension of road on new alignment.

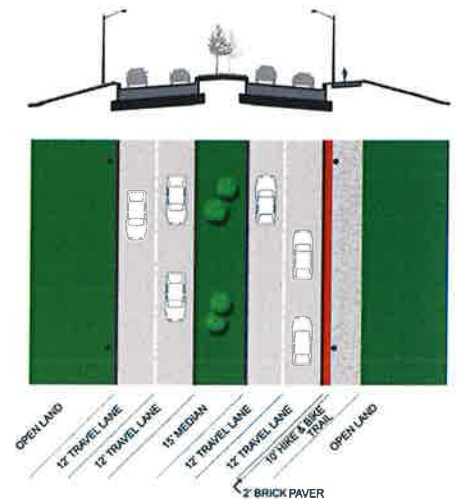
Roadway Design: FNI prepared a PS&E package for this 3.5-mile, \$33 million, four-lane divided roadway, including a 10-foot shared bike and pedestrian path along the south side, storm sewer design, three detention ponds, landscape and irrigation design, street illumination, traffic control plans, signal designs, LGPP project manual, pavement markings and signage, and SWPPP.

H&H Analysis and Report: FNI worked with a subconsultant to prepare a full H&H report and impact mitigation analysis. This report's assessment and findings were coordinated with TxDOT, the City of Pearland and local Drainage District.

Traffic Study Report and Design: FNI worked with our subconsultant to prepare a traffic study report showing signals are warranted on five intersections with two modifications to existing signals.

ROW Acquisition: FNI worked with our subconsultant to prepare 73 parcel acquisition documents for the proposed 120-foot ROW. Included under this task are property appraisals, third party appraisal reviews and parcel acquisition services.

Utility Design: To expedite the construction of the roadway project and meet the TIP funding requirements, FNI and the City separated out the water and sewer utilities along McHard Road as a separate design, bid and construction package. Project Manager, Jared Barber, led the design of this \$5.1 million water and sewer project. The design included 9,890 LF of 18-inch and 15-inch trunk sewer as well as 18,100 LF of 16-inch water transmission line. These utilities were installed ahead of the roadway and coordinated with the roadway design to relocate existing City water and sewer utilities ahead of roadway construction.



LITIGATION INFORMATION

FNI has been involved in the following litigation in the last 5 years:

- Plaintiff filed personal injury lawsuit against municipal client and other entities involved in the construction of a project. FNI was a subconsultant and had a small role in project design and management. ***FNI was dismissed from the suit.***
- FNI was named in a suit that claimed materials used during construction of a dam stabilization project failed to alleviate an erosion issue at the dam. ***FNI resolved this issue through mediation.***
- FNI designed an elevated water storage tank that incorporated wind energy features requested by the client. The wind energy features did not perform to the satisfaction of the client. The client initiated litigation against the manufacturer, contractor and FNI. ***FNI resolved this issue through mediation.***
- A lawsuit alleged FNI was not clear on the placement of a fire hydrant in its design. In a related suit, court documents revealed that seven teenagers got into a five-person vehicle after all had been drinking. The driver hit the fire hydrant while speeding at over twice the posted speed limit and wrecked the vehicle. The driver was intoxicated at the time of the accident and was later sentenced on charges for aggravated assault and manslaughter. ***FNI resolved this issue through mediation.***
- FNI hired a consultant to perform services for a municipality as part of a project team. The consultant's services did not meet the quality level that FNI or its client required for the project to be successful. Client asked FNI to remove the consultant from the project team. As a result, the client did not pay FNI for the consultant's services. FNI hired another consultant to perform the work and the project was completed successfully. The original consultant sued FNI for non-payment. ***FNI resolved this issue through mediation.***
- Contractor sued FNI's municipal client over issues related to the construction of a treatment plant. FNI provided construction management services and another engineering firm provided the design. FNI and its client entered into a joint defense and cooperation agreement. ***FNI was dismissed from the suit.***
- A private homeowner experienced flooding of his property. FNI provided plat review for the municipality to determine whether the developer plans met current code. The developer/contractor built unapproved temporary access roads that contributed to the flooding. ***FNI was dismissed from the suit.***
- FNI designed improvements for an easement area adjacent to a homeowner's property. The homeowner experienced flooding events after improvements. ***FNI resolved this issue through mediation.***

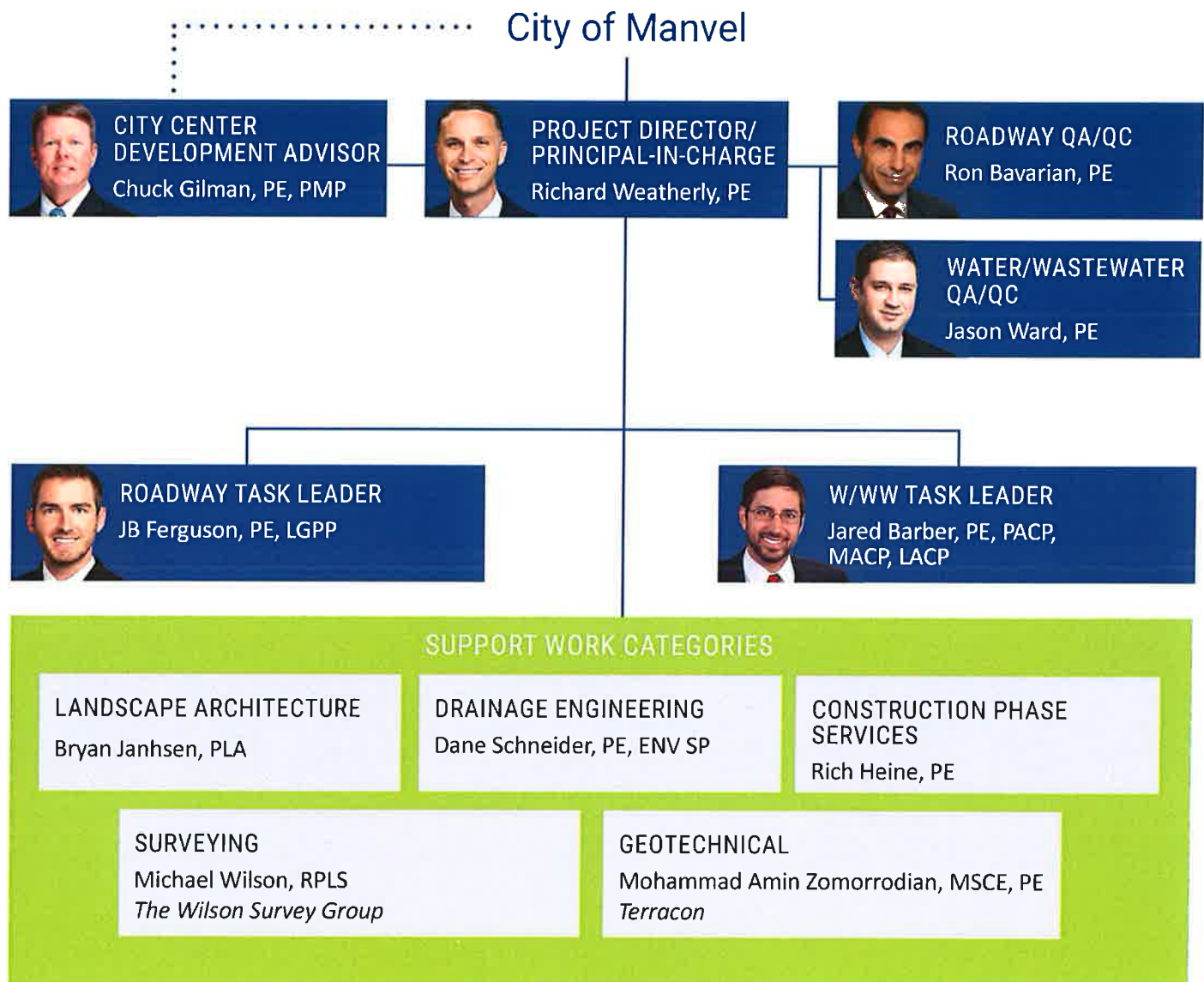
CAPACITY TO PROCEED WITHOUT DELAY

Our proposed team for the City Center Engineering Services project is unique among local engineering firms due to our depth of experience and engineering leadership in the local community. Our team members live and work in Brazoria County, which means we can respond to the City of Manvel quickly, as needs arise. FNI is a multidiscipline firm consisting of professional technical professionals and support personnel capable of providing a full range of services. City of Manvel will benefit from the responsiveness of working with a client-focused, regionally based firm with national experience.

The proposed team was selected based on its relevant experience and dedication to this project. ***Each team member is available to begin work on the City Center Engineering Services project immediately upon notification and is committed through the duration of the project.***

3. TEAM EXPERIENCE AND QUALIFICATIONS

ORGANIZATIONAL CHART



TEAM MEMBER ROLES

Project Director/Principal-in-Charge

Richard Weatherly, PE is an FNI Vice President/Principal and Senior Project Manager in the firm's Water and Wastewater Modeling and Master Planning Group in Pearland. Richard will serve as this project's Project Director and Principal-in-Charge (PIC). Richard will work closely with our Project Managers and help the project stay on task, schedule and budget. He will be a sounding board to discuss the staging of critical work items and the ways to accomplish delivering the project as expected, acting as a point of contact for conflict resolution and helping confirm that FNI meets the City's needs. Richard has served as Project Manager or Senior Advisor on multiple City of Manvel infrastructure projects. Under his leadership, FNI will be able to "hit the ground running" to get your projects moving forward with minimal delays.

City Center Development Advisor

Chuck Gilman, PE, PMP will advise the design team on the operational impacts and expansion challenges associated with the stepwise development of a City Center. Chuck is a firm Associate and Program Manager in FNI's Program Management and Construction Management Group. He has a unique professional background that includes experience in the public and private sector. As an engineering consultant, he managed the design and construction of a wide range of civil engineering projects. He has served as Public Works Director, Director of Capital Projects and Deputy City Manager for a mid-sized city in Texas. During his tenure at the City of College Station he was involved in the siting, layout, programming, planning and design of numerous city facilities, including a new city hall, new police station, multiple fire stations and a regional youth baseball facility. While at the city he also gained valuable operational experience with the city's on-street parking program and parking garage in the city's entertainment district.

QA/QC

Ron Bavarian, PE (Roadway) and **Jason Ward, PE (Water/Wastewater)** will provide QA/QC. They will review the Project Manager's QC plan and reference the plan throughout the project's development. They will also review and comment on each stage of deliverables to align the project to the contracted goals.

Ron Bavarian, PE is an FNI Associate and the firm's Southeast Division Transportation Group Manager. He is a highly respected roadway, drainage and utility project manager whose insight and familiarity with the Gulf Coast region results in an innovative, cost-efficient approach toward each project and the design process. Having worked on numerous roadway and utility projects in Brazoria County and nearby municipalities for over 44 years, Ron has developed a long history of infrastructure improvements design. This experience has helped Ron in his quality control reviews of programs and projects, making sure they meet municipal or County requirements as well as being appropriate designs for the type of soils and environment they encounter.

Jason Ward is an FNI Associate and Project Manager in FNI's Southeast Division Transmission and Utilities Group. Jason specializes in providing water and wastewater conveyance projects for Texas municipalities, water districts and river



Choosing a Project Team

We've put forth the advance-planning effort to verify we have the **right team members**, in the **right place**, with the **right availability** to meet client goals. Several factors influenced this choice, including individual experience and history of working together on common projects.

Our chosen team combines decades of experience in a wide range of disciplines. This complementary blend of team member expertise in their various areas of specialization results in a solid, well-rounded team, which ultimately benefits the client.

Beyond the proposed team, FNI has access to **950+ employees firmwide** to assist, as necessary. As a firm focused on client service, we will commit the resources required to get the job done.

authorities. He has extensive experience with the design of water and sewer lines, pump stations and lift stations, and elevated and ground storage tanks, as well as large-scale water and wastewater transmission projects.

Task Leaders

Task Leaders, **James (JB) Ferguson, PE, LGPP (Roadway)** and **Jared Barber, PE, PACP, MACP, LACP (Water/Wastewater)** will report directly to the Project Director and will coordinate with all team members to accomplish the technical aspects of the project.

JB Ferguson is a Project Manager in FNI's Southeast Division Transportation Group. He has 10 years of professional experience in providing design and construction services for varying sizes of transportation projects. He has worked as a Design Engineer, Project Engineer and Project Manager throughout his career. The focus of JB's experience is in roadway design of highways and major arterials, but it also includes utility coordination and design, signals, public involvement, signing and pavement marking, traffic control, bridge design, drainage and erosion control. His recent projects include McHard Road Extension and Bailey Road Widening for the City of Pearland, Buffalo Speedway Reconstruction for the City of West University Place, NASA 1 Bypass Extension for the City of Webster, and Turner & Butler Reconstructions for the City of League City.

Jared Barber is an FNI Associate and Project Manager in FNI's Southeast Division Transmission and Utilities Group in Pearland. Jared has extensive experience designing water distribution and transmission lines, elevated storage tanks, ground storage tanks, wastewater trunk sewers, lift stations, and force mains. His experience also includes trenchless technologies, such as horizontal directional drilling and conventional boring/tunneling. He has experience designing pipelines 4 to 84 inches in diameter.

Support Services

As a multidiscipline firm, FNI provides a broad range of services to help its clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our team includes a variety of support services team members, including:

- Bryan Janhsen, PLA – Landscape Architecture
- Dane Schneider, PE, ENV SP – Drainage Engineering
- Rich Heine, PE – Construction Phase Services
- Michael Wilson, RPLS, The Mike Wilson Group – Surveying
- Mohammad Amin Zomorrodian, MSCE, PE, Terracon – Geotechnical

SUBCONSULTANT SELECTION

Subconsultants for this project team are **The Wilson Survey Group** for **Surveying** and **Terracon** for **Geotechnical**. FNI carefully selects subconsultants to provide meaningful and quality services for each project by using the following process:

- Review the client's scope of work with key FNI stakeholders to identify roles and candidate subconsultants. Our internal supplier database is available for all project managers to research potential teaming partners' current and past commitment to quality and performance.
- Choose appropriate partners for the project considering factors such as subconsultant candidates' history of quality service while working with FNI and our clients and their knowledge of project area.
- Conduct initial conversations with identified subconsultant firms to review the client's project objectives, scope of work, scheduling needs, bonding requirements, insurance, and health and safety requirements. Incorporate subconsultants' input into initial client proposal submittal.

TEAM EXPERIENCE WORKING TOGETHER ON SIMILAR PROJECTS

The key proposed FNI staff members are located in our Pearland office, where they work together to serve municipalities throughout the region. Good communication is key to a successful project and our team has the ability to meet face to face on a daily basis internally. A sample of projects our team has worked together on are included in the table below.

Project	Client	Construction Cost (millions)
Johnson Street Reconstruction	City of Alvin	1.2
53rd Street Reconstruction	City of Galveston	8.9
Dulles Avenue Reconstruction & SH 6 Intersection	City of Sugar Land	10.6
Business Center Drive	City of Pearland	3.5
Bowman Springs Road	City of Arlington	4.4
Bailey Road Widening	City of Pearland	8.3
Buffalo Speedway Reconstruction	City of W. University Place	20
Holland Road (Phase I)	City of Mansfield	3.8
Merritt Road Interconnector (Phase I & II)	City of Rowlett	20.8
Six Points Urban Village Streetscape	City of Fort Worth	5.8
14th Street	City of Midlothian	3.1
Casa View Area Street Improvements	City of Dallas	5.7
Hopkins Street Reconstruction	City of San Marcos	7.7
Redland Road North Reconstruction	City of San Antonio	18.0
Montgomery Street Improvements	City of Fort Worth	10.5
East Rosedale Street	City of Fort Worth	16.6
East Seeton Road Improvements	City of Mansfield	1.4
54-inch Eastside Interceptor	City of Alvin	15.3
Carl Barton Lift Station Removal	City of Conroe	8.7
Replacement of Hwy 59 Water Line/Force Mains	City of Sugar Land	0.8
FM 359 Water and Wastewater Extension	City of Fulshear	2.1
Lower and Upper Pressure Plane Water Lines	City of Huntsville	9.9
Lift Stations 5 and 13 and Sewer Line Rehab	City of Freeport	0.3
Water and Wastewater Master Plan	City of Sugar Land	N/A
Wastewater Master Plan	City of Pearland	N/A
Water and Wastewater Master Plan	City of Richwood	N/A
Water Condition Assessment	City of Freeport	N/A
Water and Wastewater Master Plan	City of Alvin	N/A

4. APPROACH TO PROJECT MANAGEMENT

Approach to Amendment/Change Orders

At FNI our goal on every project is to avoid design-related amendments and, to a larger extent, construction-related amendments and change orders requested by the contractor. To avoid design-related amendments, we use our design and local experience to identify the project components and necessary level of effort. We spend the necessary time with our client to make sure our perception of the project scope lines up with their expectations. We look at permitting needs, environmental constraints, drainage issues, soil conditions and many other tasks to provide a comprehensive scope of work and fees, as appropriate, for our client to consider. This in-depth look at the design phase will help minimize amendments or avoid them altogether. We spend a considerable amount of time in quality control and constructibility reviews to provide a comprehensive construction document and avoid or minimize claims. As Engineer-of-Record or Construction Manager during construction, our ultimate goal is for the selected contractor to deliver a quality product to our client. Our philosophy on construction change orders or contractor claims is to avoid them altogether. Effective claims management begins with making a proper assessment of potential risks associated with the project and assigning these risks to the team most capable of managing the risk. This assessment is performed as part of our quality control and constructibility reviews by our experienced and seasoned design engineers and construction managers. Their reviews and comments are discussed and incorporated in subsequently updated construction documents.

Setting expectations for construction in a well-developed set of construction contract documents lays the foundation for avoiding claims and makes the change process easier and more equitable. When it becomes apparent that a contract modification is required, we work with designers to prepare a description of the modifications and incorporate that into a request for proposal (RFP) from the contractor. While the contractor is preparing a response to the RFP, we prepare our own estimate of the fair market value of that change. This step allows us to compare our own estimate to the contractor's proposal. If there are large differences in the cost, this typically is an indication that the contractor may not have understood what was intended in the change. When this occurs, we work with the contractor to verify they understand the scope of the change and work with them to establish a fair price for the work. This estimate also provides the information needed to represent our client in meaningful negotiations on the value of the work.

When contract modifications are considered, we will assess the impact on the contractor's schedule to determine how much, if any, additional time the contractor is due for the contract modification. We also will determine whether the contractor is on schedule, and if not, secure its plan for getting the project back on schedule.

Planning, Scheduling and Estimating Tools

FNI will develop a project plan that begins with a stakeholder analysis and risk assessment and a mitigation plan. These two documents will impact the development of our internal communication plan, stakeholder engagement strategy, change management plan, and baseline critical path schedule. Our project plan is a living document and will be updated and the project progresses and new information comes available.

The ability to react to unforeseeable events and take proactive actions by detecting the early warning signs can prevent delays and cost overruns. FNI will implement a risk management and early warning system to verify the project stays on schedule and monitors project goals and objectives. The early warning system will provide information about relevant changes in the project schedule, budget and quality and make them available to City of Manvel's project manager to determine future course of action to confirm that project goals and objectives are met.

Coordination

Effective projects require regular communication. We will develop a mutually agreed-upon communication plan at the project kick-off meeting. Our Project or Task Manager will assume responsibility for developing this plan and will collaborate with the City to meet their needs. More specifically, our communications plan will formally document primary and alternate points of contact, preferred methods of communication and the frequency of scheduled meetings and reporting.

Documentation

FNI implements two standard forms of communication virtually, one-page reports and through FNIManager. For this project FNI will use our **One-Page Report** system. One-page reports can be used for both internal project team communication and regular project updates. The Project Manager will keep City staff informed and the project on schedule and budget. One-page reports will be submitted biweekly or monthly with our invoicing to the City. Additionally, FNI will document all project formal meetings such as kick-off meeting, utility coordination meetings, public meetings, etc. with a formal submittal of **Minutes of Meeting** document. The routine communication with the City project manager will be calls, emails and scheduled meetings.

Personal Communication

While email and other collaboration tools are important, they cannot replace in-person communications. Face-to-face meetings and conversations are imperative in building and maintaining trust in relationships and in helping solve problems. FNI staff will meet with City of Manvel and on a monthly basis and at critical project milestones to discuss project progress. The purpose of these meetings will be to discuss project schedule, needs and desires of the City and verify action items have been properly and adequately addressed. We believe our close proximity to the City and project site will benefit our personal communication on this project.

Estimating

FNI will provide an engineer's estimate of the probable construction cost with each submittal, which will be reviewed by FNI CEI staff to identify construction issues that may increase costs, such as cast-in-place culverts. FNI has in-house construction cost estimators that utilize multiple resources and economic indicators to identify construction project cost trends. These additional resources result in more accurate estimates than average low bid alone.

Scheduling

FNI will work with the City to prepare a Microsoft Project Schedule that defines key tasks, durations and 30-, 60-, 90-, 95- and 100-percent milestone deliverables. The schedule will also define utility coordination meetings, potential public involvement meetings and review periods, allowing us to focus on critical components of the project. We will coordinate the schedule with the City at milestone deadlines to adjust timetables if necessary to meet the Letting deadline.

QA/QC Plan and Dispute Resolution

Quality assurance (QA) is an overall review to determine if an effective approach is taken, confirm project objectives are carried out, detect conceptual problems early and verify that quality control (QC) functions have been performed. QA reviews confirm that project schedules are in accordance with professional services agreements, adequate resources and staff are available, deliverables are clearly identified and defined, client reviews are scheduled, unique or critical aspects of the project are identified, required permits, regulatory reviews and funding applications are addressed, alternate design concepts are considered and the overall quality of work meets expectations.



ONE-PAGE REPORTS

FNI has developed a standard project reporting procedure – a one-page report – that can be used for both internal project team communication and regular project updates for clients. Our one-page report is a snapshot view of the project, which enables the Project Manager to keep clients informed, while verifying that the project is on schedule and budget. One-page reports can be submitted weekly, biweekly or monthly, based on client preference and needs.

QC involves technical review of project components to determine accuracy and readability of studies, verify design calculations and details and check constructability of construction documents. Formal QCs will be performed at the appropriate times for each specific project task assigned.

FNI has a long-standing QA/QC program in place that we use for all projects including submittals from our subconsultants. For this project, not only will we use our QA/QC review, we will also follow TxDOT's submittal checklist for each milestone submittal. We will submit copies of FNI's and our subconsultants' internal QC plans with each submittal, as required by TxDOT. Our internal reviews are conducted by highly experienced senior engineers specialized in roadway design and construction.

In addition to our standard QC reviews, FNI will conduct constructability reviews throughout the design process. Usage of this tool confirms that the City are continuously aware of the potential project cost and can make adjustments, if needed, long before the project bid phase. This review is conducted by an experienced Construction Manager. These reviews include not only the plans, but also the milestone cost estimates, general construction notes and bid proposal and quantities.

Our QA/QC and constructability reviews for this project will be led by Ron Bavarian, PE and Rich Heine, PE, our Construction Services Group Manager.

Roadway and Utilities Key Design Components

- **Surveying** – Coordination between FNI and the surveyor is key to gathering adequate topographical information. It is important to have looped in an adequate number of Temporary Benchmarks not only for design but also construction. We would like to have horizontal control points no farther than every 2,000 feet. Both vertical and horizontal controls data must be tied to same controls previously used in the area for better tie-ins. We also require that surveyor provide a TIN or a ground surface for ease of design and provide adequate contours for cascading sheet flow design.
- **Geotechnical** – We will coordinate with our subconsultant on number and depth of borings as part of scoping the project. Based on estimated future traffic volume we will work with the geotechnical subconsultant to provide a pavement section for the roadway. For the main boulevard roadway we recommend minimum 8-inch concrete pavement on 8-inch lime stabilized subgrade with minimum 8% lime. This information will be analyzed in the report and warranted adjustments will be recommended. For utilities, recommended bedding and backfill will be provided. If the water table is shallow per soil borings, we will take this into account during design.
- **Roadway Section and Profile** – We will follow City of Manvel or Brazoria County standard design criteria requirements. We will set the hydraulic gradeline based on criteria and City preferences to help design the roadway high and low points. We will use cascading down design so that during extreme events sheetflow conveys toward the ultimate outfall. We typically recommend 2-25-foot bc-bc for the boulevard roadways.
- **Drainage** – Roadway drainage design should follow the master drainage plan for the 160-acre development or the Citywide Master Drainage Plan. We will zoom in on specific designs for each segment of the Manvel City Center development. The main boulevard roadway in Manvel City Center is similar to the Business Center Drive we designed at the Pearland Town Center. We recommend storm sewers be placed in medians with inlets approximately 400 to 500 feet apart. Based on ponding analysis, we will determine not only final inlet spacings but also inlet capacity and opening width. We will also design the detention pond(s) to mitigate for the post development flows. Our drainage report and plans will be submitted to approving Drainage District as well as the City for approval.
- **Utilities** – Being water and sanitary sewer lines, they will be designed to be located in the back of curb parkway areas or in utility easements along the roadway corridor. We will design and recommend installation of lateral crossings for water and sewer during roadway construction to avoid future higher costs for crossings. These utilities will account for the unique needs of the Manvel City Center, which include the commercial, municipal, and recreational facilities. Sizing utilities to account for flows that may vary widely throughout the week will be critical to maintaining the performance of the utilities. Our team understands the existing system and what the proposed utilities require to integrate seamlessly into the existing water and sewer infrastructure.

- **Pavement Marking and Signage** – We will prepare plans for appropriate pavement marking and signage. We will coordinate with the City on posted speed signs.
- **Phased Roadway Construction** – If the City desires to have a phased construction, we recommend full design and then breaking the construction in phases. This way, utilities, drainage and other ultimate development components have been taken into account.
- **Signal Design** – If future traffic volume warrants a signal design now, FNI will provide.
- **Traffic Control** – Since the site is all new development, initial traffic control can be simplified or not required. If construction is phased, appropriate traffic control measures will included in construction packages.
- **Project Manual and Technical Specifications** – We will coordinate with the City on standard City front-end documents or provide ours for review. We will provide a detailed bid proposal for each component of construction. We will provide standard technical specifications for all of our designs.
- **Review Submittals and Schedule** – We typically provide 30%, 60%, and 90% submittals for each construction document package. We will work with the City to identify an anticipated completion date and discuss an appropriate schedule. All plans will go through our Constructibility Review, and our submittals will have construction cost estimates as well.
- **Utility Coordination and Approvals** – Depending on the existence of utilities on site or future utilities to be installed, we will work with the City and franchise utility companies on appropriate reviews and approvals. If there are pipelines on the project site, their locations will be obtained and we will work with them on depth of cover requirements. We will seek possible ways to avoid relocations for they tend to be expensive.

5. OTHER FACTORS

WORKLOAD AND ABILITY TO PROCEED PROMPTLY

The proposed team was selected based on its relevant experience and dedication to this project. Each team member, from our Project Manager through our subconsultants are ***available to begin work on the project immediately upon notification and is committed through the duration of the project.*** FNI's current workload will not hinder our ability or commitment to provide the City with the same quality and timely service as received by all of our clients. With a staff of more than 950, we have the flexibility to balance workload, even on short notice. We also purposefully schedule staff so that they have the capacity to work extra when needed.

CONFLICT OF INTEREST STATEMENT

FNI has no conflict of interest with regard to work performed in/for the City of Manvel. If a conflict arises during the course of providing services, we will notify the City of a possible conflict and work with them to develop an appropriate solution.

RELEVANT FACTORS IMPACTING QUALITY AND VALUE OF WORK

Local, Dedicated Project Team — The key proposed FNI staff members office in Brazoria County out of our Pearland Town Center office located less than 15 minutes from Manvel City Hall. We understand that schedule is important and have submitted qualifications for project team members who have the availability to begin work upon notice-to-proceed.

Proven Municipal Success in Brazoria County — Our team has extensive local project experience working together in Brazoria County. We understand the geographic and drainage challenges of low lying area designs, construction of new location roadways, utility and pipeline issues, planning of right-of-way corridors, and unforeseen field conditions, among other factors that must be successfully addressed to complete a project on-schedule and within budget.

Unmatched Knowledge of Manvel's Infrastructure — In the last six years, FNI has completed multiple projects for the City, giving us experience in successfully working with the City staff, many of whom are new to the City. Under our local Project Director Richard Weatherly's leadership and as a result of our recent planning and design work with Manvel, FNI will be able to "hit the ground running" to get your projects moving forward with minimal delays.

Our Comprehensive Approach to QUALITY MANAGEMENT

Key Components in Delivering Quality



Engaged Leadership

Successful quality management requires a fully engaged team, starting at the top. C-Suite leadership and firm owners lead internal review committees, where they are actively engaged in the outlay of services and oversee the appropriate allocation of company resources. Collaboration and attention to detail from the top down increase adherence to performance standards and overall job quality.



Technical Excellence

FNI's Technical Excellence Program promotes continual staff training and adherence to technical quality and standards. Program leadership includes Lead Technical Professionals (LTPs), who oversee the technical advancement of practice areas, and Senior Advisors, who provide input based on years of experience at critical points of a project. Both roles heighten project quality and efficiency by guiding junior staff in meeting quality standards and avoiding potential pitfalls.



Contract Review

A quality product starts with a good contract. Contracts are thoroughly reviewed and edited for clarity. This verifies everyone is on the same page before the work begins, leaving no doubt about client expectations. This advance work mitigates potential issues, protecting both clients and the consultant.



QA/QC Processes

A robust and detailed quality assurance/quality control (QA/QC) program at the project level verifies quality standards are consistently met for each contract assignment, resulting in quality deliverables for our clients. FNI's assigned Project Manager prepares a formal QC Plan for each project, detailing the documents to be checked or reviewed, creating QC schedules and identifying responsible personnel. Our systematic QA process confirms an effective QC approach is followed and project objectives are carried out. QC reviews confirm the technical accuracy of project components.

Statement of Qualifications

City of Manvel City Center Engineering Services



September 30, 2021

Kyle Jung
City Manager
City of Manvel
20031 Morris Avenue
Manvel, Texas 77578

Subject: Statement of Qualifications for City of Manvel City Center Engineering Services

Dear Mr. Jung,

Walter P Moore is pleased to submit our Statement of Qualifications for the City of Manvel City Center Engineering Services. We understand the City of Manvel is looking for an engineering firm to prepare design construction plans for the recently acquired 160 acres on the north side of town. Further, we understand the City would like to develop this land as a new City Center Complex with city, parking, and recreation facilities. As the City of Manvel prepares for growth, Walter P Moore acknowledges the importance of this project to the City and its current and future residents.

Thriving, vibrant communities begin with intelligent engineering. Walter P Moore's complementary services include civil engineering, traffic engineering, transportation engineering, and water resources engineering, laying the groundwork for dynamic places and spaces. Our team members have extensive experience on large campus developments and understand the importance of small town relationships. Our team will provide the resources needed to serve the needs of the City of Manvel.

We have assembled a team of professionals that understand the critical elements of this project. Walter P Moore will provide project management, quality assurance/quality control, construction phase services, and coordination of City of Manvel subconsultants.

Walter P Moore's approach is to provide unparalleled responsiveness to the City of Manvel. We have an exemplary record of completing projects on time and on budget. We have the resources, knowledge, experience, and commitment the City expects. Exceptional client service is a hallmark of our company.

Our in-depth understanding of the project requirements gives us the ability to ramp up quickly, get the project moving, and keep it moving through completion. We can start immediately and maintain momentum. Walter P Moore is committed to serving the City through the end of the project and beyond.

We appreciate the opportunity to present our credentials and would consider it a privilege to work with you. Please contact me if you have any questions or require additional information.

Sincerely,

Walter P. Moore and Associates, Inc.



Heather Guillen, PE, ENV SP / Principal
713.394.5635 / hguillen@walterpmoore.com

1301 McKinney, Suite 1100 · Houston, Texas 77010



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01 General Information



Walter P Moore is an international company of engineers, architects, innovators, and creative people who solve some of the world’s most complex structural, technological, and infrastructure challenges. Providing structural, diagnostics, civil, traffic, parking, transportation, enclosure, technology consulting, and construction engineering services, we design solutions that are cost- and resource-efficient, forward-thinking, and help support and shape communities worldwide. Founded in 1931, our 700+ professionals work across 21 U.S. offices and five international locations.

- INFRASTRUCTURE**
- Civil Engineering
 - Water Resources Engineering
 - Traffic, ITS, and
 - Transportation Planning
 - Transportation Engineering

- STRUCTURES**
- Structural Engineering
 - Enclosure Engineering
 - Parking
 - Secure Design
 - Construction Engineering

- OFFICES**
- | | |
|-----------|---------------|
| Atlanta | El Paso |
| Austin | Fort Worth |
| Calgary | Houston |
| Charlotte | Kansas City |
| Dallas | Las Vegas |
| Denver | Los Angeles |
| Durham | New York City |

- DIAGNOSTICS**
- Restoration & Renovation
 - Enclosure Diagnostics
 - Parking Restoration
 - Forensic Analysis

- TECHNOLOGY**
- IT Managed Services
 - Software Development
 - Virtual Reality
 - BIM Project Coordination

- | | |
|---------------|---------------|
| Oklahoma City | Toronto |
| Orlando | Tulsa |
| Panama City | Vancouver |
| Pune | Washington DC |
| San Diego | The Woodlands |
| San Francisco | |
| Tampa | |

FOUNDED

1931

INCORPORATED

1966

TOTAL STAFF COUNT

700+

LICENSED ENGINEERS

283

LEGAL COMPANY ORGANIZATION

Walter P. Moore and Associates, Inc. is a corporation.

LIST OF APPLICABLE LICENSES

Walter P. Moore and Associates, Inc.

Texas Board of Professional Engineers

Firm Registration Number: 1856

Walter P Moore Team Member	Texas Board of Professional Engineers License Number
Charles Penland, PE, LEED AP	48434
Heather Guillen, PE, ENV SP	111440
Ted Vuong, PE, ENV SP	108941
Andres Salazar, PhD, PE, D.WRE	95010
Thomas Duncan, PE, PTOE	98353
Brian Lozano, PE, PMP	141763

02 Relevant Firm Experience

APPLICANT'S OVERALL REPUTATION, SERVICE CAPABILITIES, AND FAMILIARITY AS IT RELATES TO THIS PROJECT. EXPERIENCE IN BRAZORIA COUNTY AND THE CITY OF MANVEL ARE PARAMOUNT FOR THIS PROJECT.

The Walter P Moore team understands the 160 acres of land acquired by the City of Manvel will be a central location for not only residents, but also for visitors from other cities, states, and countries. Walter P Moore has the experience and established processes for projects of this caliber. These types of projects require infrastructure to serve tens of thousands of people versus a smaller development that serves several hundred to thousands. Our staff understands the importance of providing focus and planning for infrastructure that can support this large of a development without impairing the public infrastructure. Walter P Moore will work closely with the City of Manvel, Brazoria County, and other public agencies. We will perform studies on the existing systems and determine what upgrades are needed. It is important to understand traffic (ingress/egress), intersection level of service, and how public roads will support the development. Often, we must upgrade intersections and roads. We anticipate extending and connecting to the existing Del Bello Boulevard.

Civil master planning is extremely important to layout infrastructure, conceptual grading and drainage, service to buildings, and fire access. The existing topography on the 160 acres is flat; therefore, making certain the utilities are not too deep upstream is important since it impacts the ability to connect to the City's infrastructure downstream. Civil modeling is also very critical to map out all utilities for the development to ensure utility corridors are established to allow for efficient routing and ease of maintenance while working with the aesthetics of the site. The civil engineer is critical for the planning, organization, and execution of this project.

Walter P Moore has helped public and private clients develop and improve sites of all types with a variety of site engineering services such as master planning, traffic access studies, drainage analysis, detention design, utility development, and roadway design. To assure value and constructability, we carefully consider all feasible construction materials, as well as locally preferred construction systems.

Walter P Moore provides comprehensive civil engineering services, including project development and management, design, and construction oversight, for all types of infrastructure projects. Our experience includes the design and renovation of roadways, public (water and wastewater) and private utility systems, drainage systems, sustainable design, and streetscape improvement projects.

Walter P Moore has Texas offices in Houston, The Woodlands, Dallas, Fort Worth, Austin, and El Paso. We have the capacity to successfully perform and manage the requirements of this contract and the resources to perform multiple task orders at various stages of development concurrently. Providing quality client service is one of our core values at Walter P Moore. We can commit the resources necessary to accomplish projects within the project schedules.

Walter P Moore experience in Brazoria County includes the following:

- Brazoria County Drainage Criteria Study and Related Services – Our work included evaluation of the changes in pipe size, discharge, floodplain limits, and detention storage volume requirements impacted by the updated precipitation information. Walter P Moore's input to the manual updates centered primarily around the hydrologic methodology requirements, detention requirements, downstream assessment requirements, and FEMA floodplain development.
- Brazoria County Building Fall Hazard Mitigation
- Brazoria County Courthouse Master Plan

The Walter P Moore team has worked on numerous projects successfully together. Our team has a deep understanding of the area and how best to design a project to be successful in the region. We work on many types of projects and have faced many issues with successful outcomes. This diversity of project experience help us understand how our project impacts those adjacent to it, which in turn helps us create better, more thoughtful solutions. Our team has worked together on numerous infrastructure-based projects including providing the City of Webster with the design of the infrastructure on Project Genesis, a largely undeveloped 244-acre tract, to enhance economic

02 Relevant Firm Experience

development, enable the expansion of its commercial tax base, and attract new business.

Walter P Moore has also provided civil, structural, and traffic engineering and parking consulting for the Sugar Land Smart Financial Centre. The City of Sugar Land Smart Financial Centre creates an iconic landmark visible to motorists on U.S. Highway 59 and will anchor a mixed-used development envisioned to include retail, office, commercial, and residential spaces surrounding a public plaza, and a full-service hotel and conference center.

LIST AND BRIEFLY DESCRIBE 3-5 COMPARABLE PROJECTS COMPLETED BY YOUR FIRM OR CURRENTLY IN PROGRESS; INCLUDE YOUR FIRM'S ROLE, AND DISCUSS CONTRACT AMENDMENT HISTORY, IF APPLICABLE. FOR EACH PROJECT, INCLUDE: CONTRACT VALUE, PROJECT OWNER, PROJECT LOCATION, CONTRACT NAME AND TITLE, ADDRESS, CURRENT/ACCURATE TELEPHONE NUMBER, AND EMAIL ADDRESS (IF AVAILABLE).

The Walter P Moore team's comparable projects begin on page 5.

A MINIMUM OF THREE REFERRALS AND REFERENCES FROM OTHER AGENCIES AND OWNERS. IF POSSIBLE, REFERENCES SHOULD BE FROM PROJECTS LISTED ABOVE.

Springwoods Village Master Plan and Community Development, Spring, Texas

Keith D. Simon, Vice President
10270 Commonwealth St., Lone Tree, CO 80124
720.279.2581 | ksimon@ridgategatecolorado.com

ExxonMobil Corporate Campus, Spring, Texas

Bill Johnson, Facility Manager
5959 Las Colinas Boulevard, Irving, TX 75039
832.624.1098 | william.r.johnson1@exxonmobil.com

Phillips 66 Headquarters, Houston, Texas

Robert Bland, Project Facilities Control
2500 City West Blvd., Suite 1150, Houston, TX 77042
832.765.2506 | Robert.D.Bland@p66.com

Boy Scouts of America New Camp Strake, San Jacinto County, Texas

Thomas Franklin, Chief Operating Officer
2225 N Loop W, Houston, TX 77008
713.756.3365 | thomas.franklin@scouting.org

Walmart Home Office Campus Master Plan and Design, Bentonville, Arkansas

Christi Davis Gallagher, Senior Director
702 SW 8th Street, Bentonville, AR 72716
479.372.0635 | christi.gallagher@walmart.com

LIST AND DESCRIBE ANY LITIGATION; ARBITRATION; CLAIMS FILED BY YOUR FIRM AGAINST ANY PROJECT OWNER AS A RESULT OF A CONTRACT DISPUTE; ANY CLAIM FILED AGAINST YOUR FIRM; TERMINATION FROM A PROJECT.

Walter P Moore's professional claims history has been outstanding. Despite the volume of work with which Walter P. Moore and Associates, Inc. has been involved over the past decade (over \$35 billion in construction value), a judgment has never been rendered against the firm for negligence in the performance of its professional services. Further, Walter P Moore has no known ongoing or imminent legal action that will affect our financial stability, nor ability to perform all required services on this project. If you require additional information or have questions regarding this information, please contact our General Counsel, Matt Rechtién at mrechtién@walterpmoore.com.

APPLICANT'S CAPACITY TO PROCEED WITHOUT DELAY IF SELECTED FOR THIS WORK.

The team members chosen for this project were selected based upon their experience on similar projects and their personal backlog. We are able to dedicate all team members listed on the organizational chart on page 13. They have the capacity to begin immediately on this project. These engineers and their support staff have the capacity for this project.



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Services Provided

Civil Engineering
Traffic Engineering
Transportation Engineering
Water Resources
Engineering

Owner

Coventry Development
Corporation

Project Details

Construction Value:

\$50 million

Completion Date: 2015

Firm's Role:

Prime Consultant

Springwoods Village Master Plan and Community Development

Spring, Texas

Walter P Moore provided the drainage and infrastructure master planning for the 2,000-acre sustainable planned community. The master plans and design services included stormwater detention, drainage, roadways, bridges, traffic signals, lighting, electrical, and telecommunications. Walter P Moore coordinated the implementation of the drainage master plan with the construction of other infrastructure and proposed Low Impact Development Strategies. The roadways included two major thoroughfare boulevard roads and three minor commercial roads. The design included coordination with TxDOT for drainage and roadway connections. The roads included minor bridges and a bridge over the Grand Parkway at Holzwarth Road. Major underground electrical, telephone, and fiber optic franchise utility systems were part of the roadway design.

Walter P Moore prepared a dynamic mobility model to assess the impact of different land use scenarios on the proposed mobility infrastructure. We also developed a VISSIM model for the entire development and surroundings to determine necessary traffic control devices, lane configurations, and intersection locations. Vehicles, pedestrians, and transit vehicles were included in the model and were useful in planning potential transit center locations within the mixed use development. Videos of the simulation model were used for stakeholder meetings to make decisions on proposed roadway designs. Measures of effectiveness available from the models included travel time, travel speed, delay, queue length, and tailpipe emissions.



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Services Provided

Civil Engineering
Traffic Engineering
Bridge Engineering
Parking Consulting

Owner

ExxonMobil Corporation

Project Details

Contract Value:
Confidential

Completion Date: 2015

Project Size: 385 acres

Firm's Role:
Prime Consultant

ExxonMobil Corporate Campus

Spring, Texas

Walter P Moore provided master planning and design services including civil, traffic, and bridge engineering, as well as parking consulting for the new Corporate Campus. Located on a 385-acre wooded area, the campus is designed to support 12,000 employees. The Energy Center serves as the gateway to the campus and houses the visitor and reception space. The campus design includes quadrangles, each with its own courtyard and multiple office buildings. These include the Energy Quad, Nature Quad, Science Quad, and Wellness Quad. A 2.6-acre Commons Quad was designed at the center of the campus and serves as a circulation path, as well as an open space for large events and outdoor meetings. The campus includes four 90-foot wide landscaped promenade areas for pedestrian circulation, gathering spaces, and stormwater quality and conveyance. A 2-mile ring road around the campus provides access to parking for employees and visitors. The road was designed to maintain separation from the building and pedestrian areas. Less than half of the ExxonMobil site was developed to preserve the serene atmosphere on the campus. The civil site design included more than 7 miles of walking and running trails in the natural surroundings. The project included extensive tree preservation. Sustainability was a top priority in the design of the campus. In addition to the office buildings and outdoor spaces, the campus includes a laboratory, wellness center, child development center, parking garages, a computing facility, and a central plant.

The ExxonMobil campus is part of the 2,000-acre Springwoods Village master planned community. Springwoods Village offers mixed use districts including commercial, residential, retail, and entertainment in an efficient and natural surrounding. Walter P Moore provided civil, traffic, transportation, and water resources engineering for the entire development.



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Services Provided

Civil Engineering
Traffic Engineering
Parking Consulting

Owner

Phillips 66

Project Details

Contract Value:
\$500 million

Completion Date: 06/2016

Project Size:
25 acre campus
2,700-space parking garage

Firm's Role: Subconsultant

Sustainability

LEED Platinum

Phillips 66 Headquarters

Houston, Texas

Walter P Moore provided civil and traffic engineering and parking consulting for the new Phillips 66 Headquarters campus in the Houston Westchase District. The campus includes two towers that are connected by skybridge. Campus features include outdoor seating areas, tranquility fountains, a central plaza, basketball court, fitness center, parking garage with a soccer field on top, and a lazy river. The new campus serves more than 2,000 personnel that were previously spread out in different locations.

Walter P Moore provided unique designs for sustainability and stormwater management for the campus. The irrigation system is supplied by 14 acres of stormwater collection systems that discharge into four interconnecting underground cisterns throughout the campus. This provides 45,000 cft/337,000 gallons of rainwater harvesting with a five-year return on the investment. In addition, the central plaza (interior courtyard) stormwater system provides a redundant 100-year emergency overflow to mitigate courtyard flooding.



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Services Provided

Civil Engineering
Water Resources Engineering

Owner

Boy Scouts of America

Project Details

Contract Value: \$833,995

Completion Date: 2020

Project Size:

800 acre Phase I site

2,600 acre campus

Firm's Role: Subconsultant

Awards

2021 ACEC Texas Engineering
Excellence Awards,
Gold Medal Winner,
Special Projects

2021 Houston Business
Journal Landmark Award
Special Project Category

Boy Scouts of America

New Camp Strake

San Jacinto County, Texas

Walter P Moore provided the master plan and complete infrastructure design for the new Camp Strake Development. When the Boy Scouts of America purchased 2,816 acres of semi-primitive land north of Houston, they turned to Walter P Moore for development of the new Camp Strake Phase I. The new Camp Strake is a transformational outdoor adventure experience. To create a 21st century scouting experience, the camp will include 20 campsites, climbing pavilions, a shooting sports center, zip lines, extensive trails systems, new lakes, and more. The Scout Leadership Institute features a training center, cabins, dormitories, an arena, and a chapel. For the new 28-acre lake, we compared possible locations, performed hydrologic studies for dam safety, designed the dam and spillway, and obtained a water right permit. Because the land was heavily forested, Walter P Moore created an app using an ESRI-based GIS system that allowed the architect and builder to understand where they were on the site and what was being planned at any exact location. This saved countless trees and helped better orient buildings and other features to maximize the experience of nature.

Our stormwater pollution prevention plan during construction helped minimize sediment in runoff water. Our recommendations included a forced main system that sent effluent through pumps to the new onsite wastewater treatment facility. Perimeter swales were used around buildings to drain off stormwater. Our team included Boy Scouts and their passion for Camp Strake is reflected in accolades from the client for consistent coordination and dedication to maintaining a sensitive semi-primitive site with low impact amenities. Our creative responses to the site's challenges reflect our extensive experience in park and recreational projects.



Services Provided

Civil Engineering
Traffic Engineering
Intelligent Transportation
Systems (ITS)
Transportation Planning
Transportation Engineering
Water Resources
Engineering

Owner

Walmart

Project Details

Contract Value:

Confidential

Completion Date: Ongoing

Project Size: 350 acres

Firm's Role:

Prime Consultant

Walmart

Worldwide Headquarters Master Plan and Design

Bentonville, Arkansas

Walmart's existing home office was a patchwork of more than 20 buildings that no longer met the company's mission and workforce needs. Walmart wanted to bring all Home Office associates in Northwest Arkansas onto a central campus with accommodations for a more digitally native workforce and space that encourages greater collaboration and speed.

The new campus will feature several new amenities for associates, including ample natural light, convenient parking, expanded food offerings, fitness options, and a childcare facility. Plus, the campus will be integrated into the community trail system, for easy walking and cycling access. These changes will help Walmart get the most out of their existing team, while helping attract high-quality talent in the future.

As the lead civil and traffic engineers, Walter P Moore was tasked with developing a campus design that is true to Walmart's culture of putting associates and customers first and also follows a smart design approach to reduce costs. The campus will include 15+ acres of lakes for stormwater collection and biking and walking trails for associates and the public integrated throughout the campus. It will also include ample parking for associates and visitors. Pedestrian and vehicular circulation was studied in detail to ensure minimal conflicts or delays for all users.

03 Team Experience and Qualifications

DESCRIBE EACH TEAM MEMBER'S POSITION; RESUMES OF EACH PROPOSED TEAM MEMBER MAY BE INCLUDED IN AN APPENDIX.

Charles Penland, PE, LEED AP will serve as Principal in Charge and will serve as senior level management for this project. He has more than 40 years of experience in various aspects of engineering design, project management, and construction with a special interest in hydraulic design, hydrologic analysis, and flood protection. Charlie often takes the lead on our master plan developments, taking into account client needs and expectations, while making them aware of various constraints. He will provide senior level oversight to the Manvel City Center project and also provide back up managerial support, as needed. Charlie will verify that the project is on the right track, continue to ask questions, and work with the City and design team, as needed.

Heather Guillen, PE, ENV SP will serve as Project Manager. She will be the connection to all of the discipline task leaders and the main point of contact for this project. During the design, she will manage all the disciplines and keep them focused on project tasks. She has worked on a variety of infrastructure projects, including planning and design for recreational and educational projects. She has extensive experience in institutional, healthcare, and private sector projects. She has managed several large projects and project teams with multiple subconsultants. Her leadership, planning, and communication skills allow project teams to work together seamlessly towards the same goal to keep the project on schedule and within budget to meet client's expectations. She has recently completed the 80 acre infrastructure Levitt Green project for Hines in Houston, Texas.

Ted Vuong, PE, LEED AP, ENV SP will provide Quality Assurance and Quality Control (QA/QC) for civil engineering services. His extensive experience in site design provides the special care and understanding of meeting the quality standards of large, complex, and fast-moving projects. His role will involve close coordination with the team in addressing design effectiveness, constructability, coordination, and awareness of potential innovation to improve the design.

Andres Salazar, PhD, PE, D.WRE will serve as the lead for Water Resources Engineering. He has more than 20

years of experience in steady and unsteady modeling, river basin and reservoir operations, and water resources planning. He is proficient in the use of EPA-SWMM, HEC-RAS, HEC-HMS, InfoWorks, RiverWare, and WRAP. He has special expertise in hydrologic and hydraulic systems that are key to creating an effective sustainable site drainage design. Andres provides expertise and direction for site drainage, water recycling, and site water amenities.

Thomas Duncan, PE, PTOE will serve as the lead for Traffic Engineering. He will be responsible for all traffic engineering design and analysis efforts and will supervise the production of all traffic documentation. Thomas has more than 19 years of experience. He will establish the project scope, schedule, and budget; and provide schematic design development and supervision of traffic studies.

Brian Lozano, PE, PMP will serve as the lead for Parking Consulting. He has more than 21 years of experience in parking consulting, project management, and construction. As a specialist in parking design, Brian leads a national, multi-discipline team of consultants, architects, and engineers who provide innovative and award winning parking and mobility solutions for domestic and international clients. For this project, Brian will assist the City with determining the most financially feasible layout for the garage and will help the City plan for the garage and garage-system that will best serve the City based on their needs.

Team member resumes are included in the appendix.

BRIEFLY DESCRIBE EACH TEAM MEMBER'S ROLE ON THIS PROJECT; PROVIDE ORGANIZATION CHART WITH NAMES.

Charles Penland, PE, LEED AP will serve as Principal in Charge. He will be responsible for the City of Manvel will be responsible for contractual performance, especially with respect to the level of service and client satisfaction. He will ensure that the firm's resources are appropriately available for the duration of the project, will contribute to the development of all technical solutions, and will ensure that the firm's quality assurance program is utilized for all aspects of the project. He will meet with the City and design team as needed.

Heather Guillen, PE, ENV SP will serve as Project Manager. She will direct the day-to-day efforts of the entire civil engineering design team. She will be the client's primary day-to-day contact throughout the duration of the project. Her responsibilities will include management of production activities, systems development, coordination, and construction administration. She will provide ongoing guidance and insight into the design process and be responsible for accurate, complete, and well-coordinated documentation. She has worked closely with the City of Webster and provided the infrastructure of Project Genesis, a largely undeveloped 244-acre tract, to enhance economic development, enable the expansion of its commercial tax base, and attract new business. The Walter P Moore team completed this major infrastructure project within the city's budget, with funds left over to expand their building program.

Ted Vuong, PE, LEED AP, ENV SP will provide Quality Assurance / Quality Control. He will be responsible for ensuring the final design concepts and plans meet Walter P Moore's and the City of Manvel's standards. His experience will be utilized to complete ongoing third party reviews for the duration of the project to ensure a quality and optimal design is developed and complete and easy-to-follow documents are prepared. He will perform technical review of design information, engineering calculation, documentation, drawings, and all other deliverables.

Andres Salazar, PhD, PE, D.WRE will provide engineering for water resources related design including detention pond routing and water supply modeling, if necessary. Andres leads the Water Resources Engineering team.

Thomas Duncan, PE, PTOE will provide traffic engineering, which will include street geometry, travel lane layouts, intersection design, traffic signal and traffic control design, and the associated City interface.

Brian Lozano, PE, PMP will provide parking consulting. He will guide the parking design team in developing the most efficient functional designs for the project.

An organization chart for the Walter P Moore team can be found on page 13.

PROVIDE "TEAM" EXPERIENCE WORKING TOGETHER ON SIMILAR PROJECTS.

The Walter P Moore civil engineering practice starts by gaining an understanding of the Vision of the Owner and design team for the project. By understanding and sharing the Vision, our design solutions can be guided in a common pursuit of the project goals. Our civil engineering practice is focused on land and site development and the supporting public and private utility systems, drainage systems, public infrastructure, and streetscape improvements. Our professionals provide well designed solutions by coordinating multiple private and public utilities in densely populated activity centers, protecting critical infrastructure from rising flood waters, and sequencing the work to optimize construction schedules. Often integrated with other Walter P Moore services, our civil engineering services lay the groundwork for dynamic places and spaces.

Walter P Moore prides itself on our highly collaborative design approach. Our civil engineering team has a long successful collaborative working relationship with architects and the design teams performing services for this type of project. Our designers are sensitive to the aesthetic and functional elements of the mixed-use master planned development that will make the project a success. We understand the importance of collaboration and teamwork and know what it takes to help turn the master plan vision into a buildable and affordable design.

Examples of our team working together on similar projects can be found beginning on page 5.

IDENTIFY PROPOSED SUBCONSULTANTS/ SUBCONTRACTORS, AND YOUR METHOD OF SUBCONSULTANT/SUBCONTRACTOR SELECTION, IF APPLICABLE. INCLUDE IN YOUR SOQ A PROPOSED SUBCONSULTANT/SUBCONTRACTOR SELECTION PLAN.

Walter P Moore will not be subcontracting any portion of this contract. We will be fulfilling the entire contract with our own resources, including employees, goods, and services. Walter P Moore will work with subconsultants chosen by the City.

Walter P Moore approaches the use of subconsultants like we do all of our efforts – with the client and the end user at the forefront. We usually select subconsultants based upon the following criteria:

03 Team Experience and Qualifications

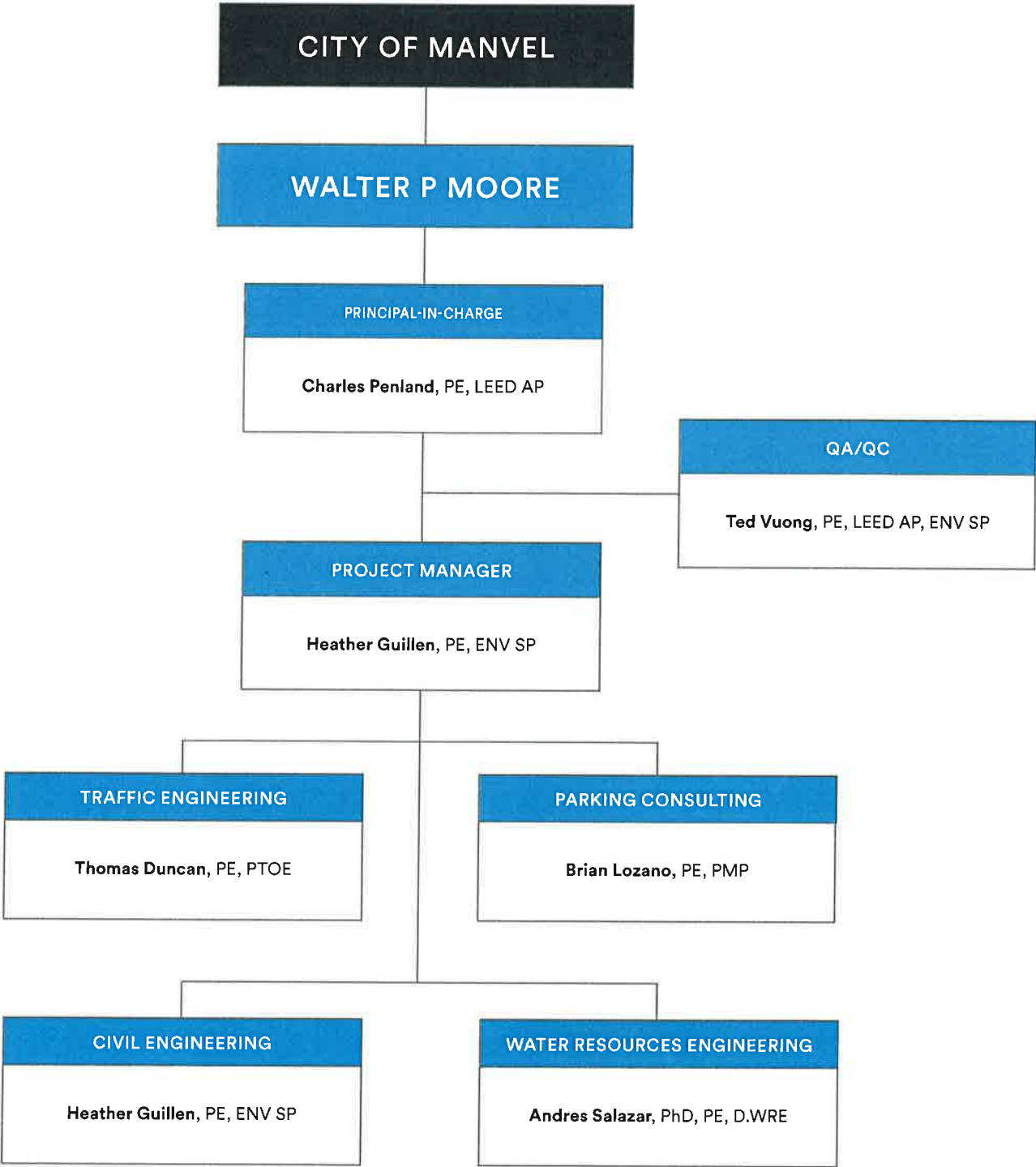
1. Services required for the project
2. Previous positive project experience as a subconsultant with Walter P Moore
3. Previous positive project experience as a prime consultant or subconsultant with the City of Manvel

Walter P Moore has a long history of working with a variety of subconsultants, and we will also work with consultants selected by the City.

Walter P Moore integrates subconsultants into the field verification, documentation, and planning process before a Notice to Proceed is issued. We follow our formal Project Management Process and start with a detailed scope of services that is developed jointly with the subconsultants.

All parties agree to the specific scope items for which they are responsible. The kickoff meeting is attended by a representative of each subconsultant on the project. The schedule is reviewed and approved, lines of communication are established, and action items developed. We use our Project Management tools to ensure that the subconsultants are kept on task and on budget.

ORGANIZATION CHART



04 Approach to Project Management

DESCRIBE YOUR APPROACH TO AMENDMENT/CHANGE ORDERS.

To avoid construction change orders, steps should be taken during plan development. Plans that are issued for construction should be reviewed for constructability and should have had a complete QA/QC by an experienced engineer. However, errors do occur due to numerous reasons. Heather Guillen, PE, ENV SP, our proposed Project Manager, has dealt with all manners of change orders. It is always the goal of Walter P Moore team to mitigate any negative impacts to the budgets and we work with contractors to that end.

Our project team is well adapted to change and can adjust our processes and procedures to ensure that when change does happen, we can meet the challenge quickly.

Based on the overall experience of the proposed project team, we would provide a further constructability review of the project prior to beginning construction, looking at the phasing of the overall work and the breakdown of each subphase. From a minimization effort, Walter P Moore believes that bringing all affected parties to the table to discuss the issue, what can be changed, and how the responsibility can be shared is the best approach.

The City staff should be proactive in identifying potential design or plan errors to stay out ahead of issues. This can be accomplished by performing pre-construction plan reviews. The most important method to minimize the occurrence of change orders is to develop trust and a good working relationship with all members of the team. The Walter P Moore team will partner with City staff as equals on the team and always look for the win-win solution first.

Once identified, Walter P Moore would document/define the change in order to receive the cost and time change from the contractor. Walter P Moore will utilize previous project experience and internal resources to ensure successful resolution of issues. Walter P Moore will attend regularly scheduled site meetings with City staff and the contractor to discuss and resolve issues early.

DESCRIBE YOUR PLANNING, SCHEDULING, AND ESTIMATING TOOLS.

Schedule Controls

Understanding our client's needs is our first priority. We develop a schedule and have meetings with the client and design team. The project schedule is updated on a weekly basis. Each week we review the specific work tasks to ensure adherence to the schedule. We coordinate tasks to meet the client's timeline and provide the client estimated completion dates for the individual work tasks.

Walter P Moore has a history of meeting or beating the schedules on our projects. When we find issues that affect the timing of the project, we look for ways to change the process. Our goal is to ensure the quality of the product while eliminating unnecessary information or effort by those affected by our work. One example of this is in combining construction documents and design drawings. In other cases, if we find that existing conditions are different than anticipated, we find the most cost effective solution that will still meet the client's anticipated needs. Our primary objective is to work through the issues in order to maintain the future intent.

The schedule is visible throughout the project in order to make it an effective management tool. The schedule is reviewed at every project meeting and during every review meeting. It is continuously updated based on the latest available project information. Scheduling is performed to help us make the most efficient use of the team members' time. It also makes sure that we "do first things first". It is a priority to verify schedules with the client and other consultants throughout design production. Any requested variance to the previously agreed upon schedule will be reviewed carefully, including considerations outlined in the contract.

Cost Controls

Walter P Moore believes that good engineering offers creative solutions that are cost effective and timely. We understand that costs are affected by the complexity of the solution, time to construct, and the amount of materials. Walter P Moore has the experience, creative ideas, and relationships with knowledgeable local contractors that will provide the City of Manvel with solutions that are effective and within budget.

The Walter P Moore team addresses all project tasks to provide cost-effective solutions. Project understanding is key to ensuring the project does not have unnecessary elements. We often develop innovative approaches to sequencing the implementation of the proposed projects so that maximum benefits can be seen in the short term at lower costs, while still considering long term benefits and costs.

Cost Estimating

Based on Walter P Moore's extensive industry knowledge; our database of project metrics from past projects including the ExxonMobil Corporate Campus, Springwoods Village Master Plan, Camp Strake Master Plan, Walmart Home Campus, and the Phillips 66 Headquarters; and our strong relationships with local cost estimators, contractors, and subcontractors, we can provide significant input into cost estimating exercises performed by others. We commonly provide drawings, specifications, narratives, sketches, and other tools that can be utilized at various stages of the project to assist the team in developing estimates of probable construction cost. We understand having reliable early pricing information is key.

DESCRIBE YOUR QUALITY CONTROL PLAN AND DISPUTE RESOLUTION.

Walter P Moore has arranged our project management organization to ensure high quality service from inception through construction. As a part of our formal Project Management Process, constructability is an integral part of the Quality Assurance/Quality Control (QA/QC) procedure. Each of the items that we review in the QA/QC procedure relates to the ability of the project to be constructed and be able to maintain the project budget. Our five-step QA/QC includes the following steps:

- Step 1 Design Conceptualization and Review Committee
- Step 2 Office Design, Documentation and Construction Administration Standards
- Step 3 In-house Peer Design Review
- Step 4 Documentation Quality Control Check
- Step 5 Construction Quality Assurance

Each of these components is integral to the overall quality assurance program. A brief description of each follows.

Step 1: Design Conceptualization and Review Committee

Every project designed by Walter P Moore undergoes a series of internal reviews by a cross-section of experienced staff engineers. Each project is reviewed at key milestones prior to, during, and after the analysis and design. The purposes of the design reviews are to:

1. Conceptualize, explore, and evaluate possible design solutions for the project. This allows us to identify and refine the systems which best satisfy the project's particular needs.
2. Confirm that appropriate analysis and design procedures are utilized, in order to achieve an accurate, economical design and meet all key project goals.
3. Identify and resolve key project challenges.
4. Review the documents to ensure that they are clear and in conformance with the firm's standards.

Step 2: Office Design, Documentation, and Construction Administration Standards

To ensure consistency and high quality, Walter P Moore utilizes a comprehensive system of design standards. This system of standards ensures that construction documentation is clear, accurate, and easily biddable. The firm has developed standard procedures for construction administration activities. Construction Administration Standards address key construction issues, including:

1. Pre-Bid and Pre-Construction Conferences
2. Review Procedures for Submittals
3. Selection of Material Testing Laboratories, and a Materials Testing Program
4. Field Observations

Step 3: In-house Peer Design Review

At the completion of the design, an experienced senior engineer who was not involved in the project will review the construction documents. The engineer will perform an independent check of all key design elements. The results of the internal peer review are discussed with the Project Manager and incorporated into the final design of the project as appropriate. Issues are resolved by the Conceptualization and Design Review Committee.

Step 4: Documentation Quality Control Check

Prior to the release of documents for construction, they must pass an independent and in-depth check, which is performed by a QC Document Team under the direction of a senior staff engineer. The QC Document check is a multiple day effort, performed by individuals who are committed full time to the task.

05 Other Factors

CURRENT WORKLOAD AND ABILITY TO PROCEED PROMPTLY.

Walter P Moore proposes to staff the project with a core team of individuals. We have reviewed other commitments of our key team members and confirmed that each individual is available to participate in the project. Each member of our team understands their role in integrating our services with those of the overall project team. Each individual is eager and currently available to work on the project, and will remain on the project from start to finish.

Providing quality client service is one of our core values at Walter P Moore. With more than 700 employees, including 230 in Houston, we can commit the resources necessary to accomplish projects within the project schedule.

PROVIDE STATEMENT REGARDING YOUR ASSURANCE THAT THIS ENGAGEMENT WILL NOT RESULT IN A CONFLICT OF INTEREST.

Walter P Moore's engagement will not result in a conflict of interest.

RELEVANT FACTORS IMPACTING THE QUALITY AND VALUE OF WORK.

The Walter P Moore team has completed numerous municipal projects successfully. Our team boasts a high percentage of return clients. They return because of the quality and thoughtfulness we bring to the table and because they enjoy working with our team.

Our clients are discerning organizations that care about the quality of the team they choose to employ. We work on many of the project types listed in the Request for Qualifications and have faced many unexpected issues with successful outcomes. The diversity of our projects help us understand how our project impacts those adjacent to the project, which in turn helps us create better, more thoughtful solutions.

We have subject matter experts who will bring knowledge to the table. Our experts are sensitive to the issues that interest stakeholders most, such as continuous access, cost to maintain, sustainability, and safety. Our practice has allowed us to develop strong working relationships with the agencies that affect the outcome of the project including Brazoria County, franchise utility companies, Texas Commission on Environmental Quality, and others.

We know that solutions have to work for everyone to be successful and we are committed to having a deep understanding of the issues, so that the root of the issue can be mitigated.

none listed

Guest quarters means an attached or detached building or secondary living area of residential use that provides living quarters for guest of the occupants of the principle residence, and:

- (1) Contains no **kitchen** or cooking facility;
- (2) Is clearly subordinate and incidental to the principle residence on the same building site; and
- (3) Is not rented or leased, whether compensation be direct or indirect.

ARTICLE VIII. SEXUAL OFFENDERS

Sec. 44-155. Findings and Intent.

- (a) The city finds that repeat sexual offenders, sexual offenders that use physical violence and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses and most sexual offenders commit many offences, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes.
- (b) This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.
- (c) It is the intent of this article to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residences.

(Ord. No. 2006-0-06, § 2, 3-13-2006)

Sec. 44-156. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Permanent residence means a place where the person abides, lodges or resides for 14 or more consecutive days.

Temporary residence means a place where the person abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, resides or lodges for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

(Ord. No. 2006-0-06, § 3, 3-13-2006)

Sec. 44-157. Sexual offenders residence prohibition; penalties; exceptions.

It is unlawful for any person who has been convicted of a violation of V.T.C.A., Penal Code §§ 43.25, 43.26, 21.08, 21.11, 22.011, 22.021, 25.02, regardless of whether the adjudication was deferred, in which the victim of the offence was less than 16 years of age, to establish a permanent residence or temporary residence within 1,000 feet of any premises where children commonly gather, including but not limited to, a school, day care facility, playground, public or private youth center, public swimming pool, or video arcade facility, as those terms are defined in V.T.C.A., Health and Safety Code § 481.134.

- (1) *Requirement procedure.* For the purpose of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described herein.

-
- (2) *Exceptions.* A person residing within 1,000 feet of those places where children commonly gather, as specified herein does not commit a violation of this article if any of the following apply:
- a. The person established the permanent or temporary residence and has complied with all the sex offender registration laws of the state, prior to the date of the adoption of the ordinance from which this article is derived;
 - b. The person was a minor when he committed the offense and was not convicted as an adult;
 - c. The person is a minor; or
 - d. The premises where children commonly gather, as specified herein, within 1,000 feet of the person's permanent or temporary residence was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state.

(Ord. No. 2006-0-06, § 4, 3-13-2006)

Sec. 44-158. Property owners prohibited from renting real property to sexual offenders; penalties.

It is unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this article, if such place, structure or part thereof, manufactured home, trailer, or other conveyance, is located within 1,000 feet of any premises where children commonly gather, including but not limited to, a school, day care facility, playground, public or private youth center, public swimming pool, or video arcade facility, as those terms are defined in V.T.C.A., Health and Safety Code § 481.134.

(Ord. No. 2006-0-06, § 5, 3-13-2006)

Sec. 44-159. Reserved.



DEVELOPMENT SERVICES DEPARTMENT

20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Planning, Development and Zoning Commission Plat Report

Plat Name	Meridiana Detention Reserve N-2 Preliminary Plat
Applicant	Brad Sweitzer, EHRA
PD&Z Meeting Date	October 25, 2021
Recommendation	Approval
Submitted By	Jessica Rodriguez, Director of Development Services

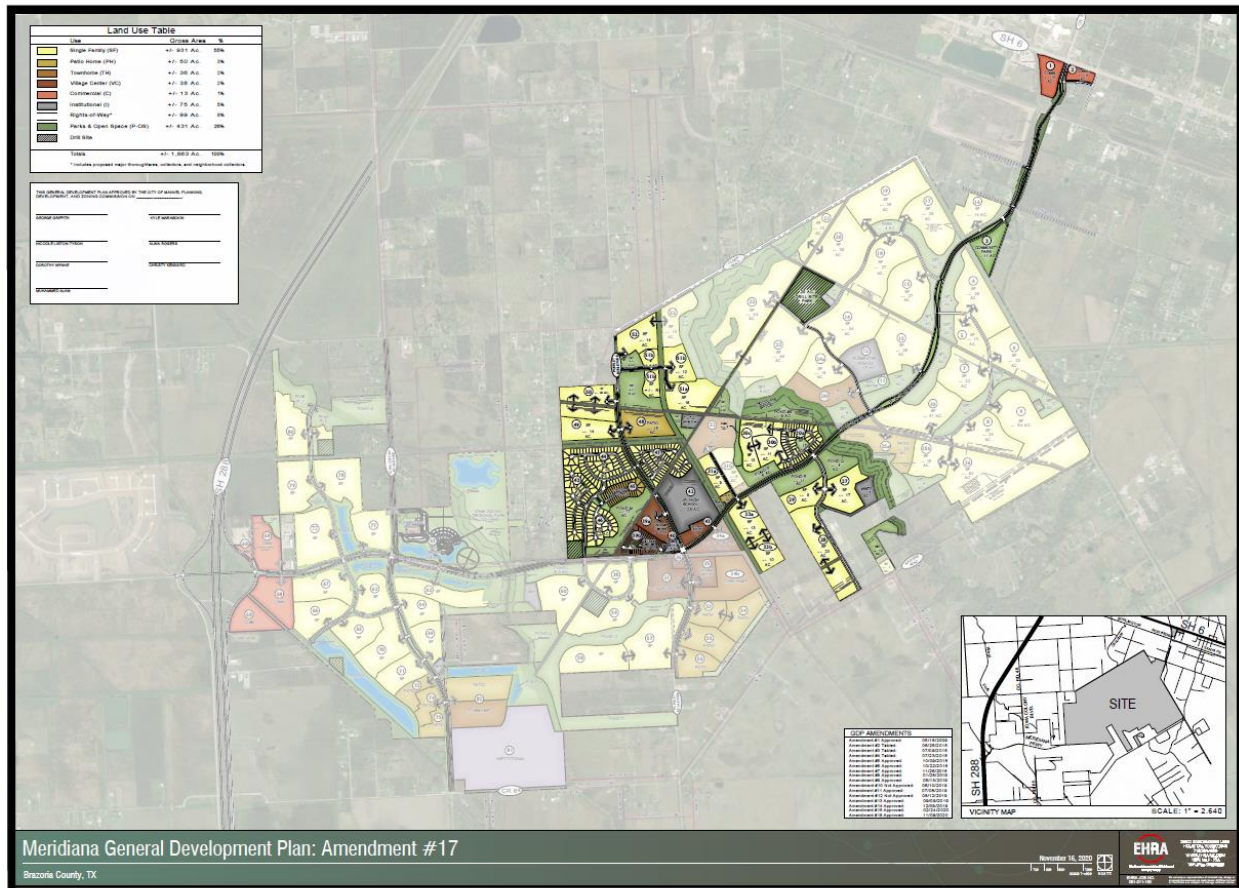
Staff Recommendation

The City staff recommends approval of the Meridiana Detention Reserve N-2 Preliminary Plat.



DEVELOPMENT SERVICES DEPARTMENT
20025 HIGHWAY 6
MANVEL, TX 77578
281-489-0630

Meridiana General Development Plan Amendment No. 17 (dated November 16, 2020)



Land Use Table		
Use	Gross Area	%
Single Family (SF)	+/- 931 Ac.	55%
Patio Home (PH)	+/- 50 Ac.	3%
Townhome (TH)	+/- 36 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 13 Ac.	1%
Institutional (I)	+/- 75 Ac.	5%
Rights-of-Way*	+/- 99 Ac.	6%
Parks & Open Space (P-OS)	+/- 431 Ac.	26%
Drill Site		
Totals	+/- 1,663 Ac.	100%
* Includes proposed major thoroughfares, collectors, and neighborhood collectors.		

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____

GEORGE GRIFFITH

NICOLE LISTON-TYSON

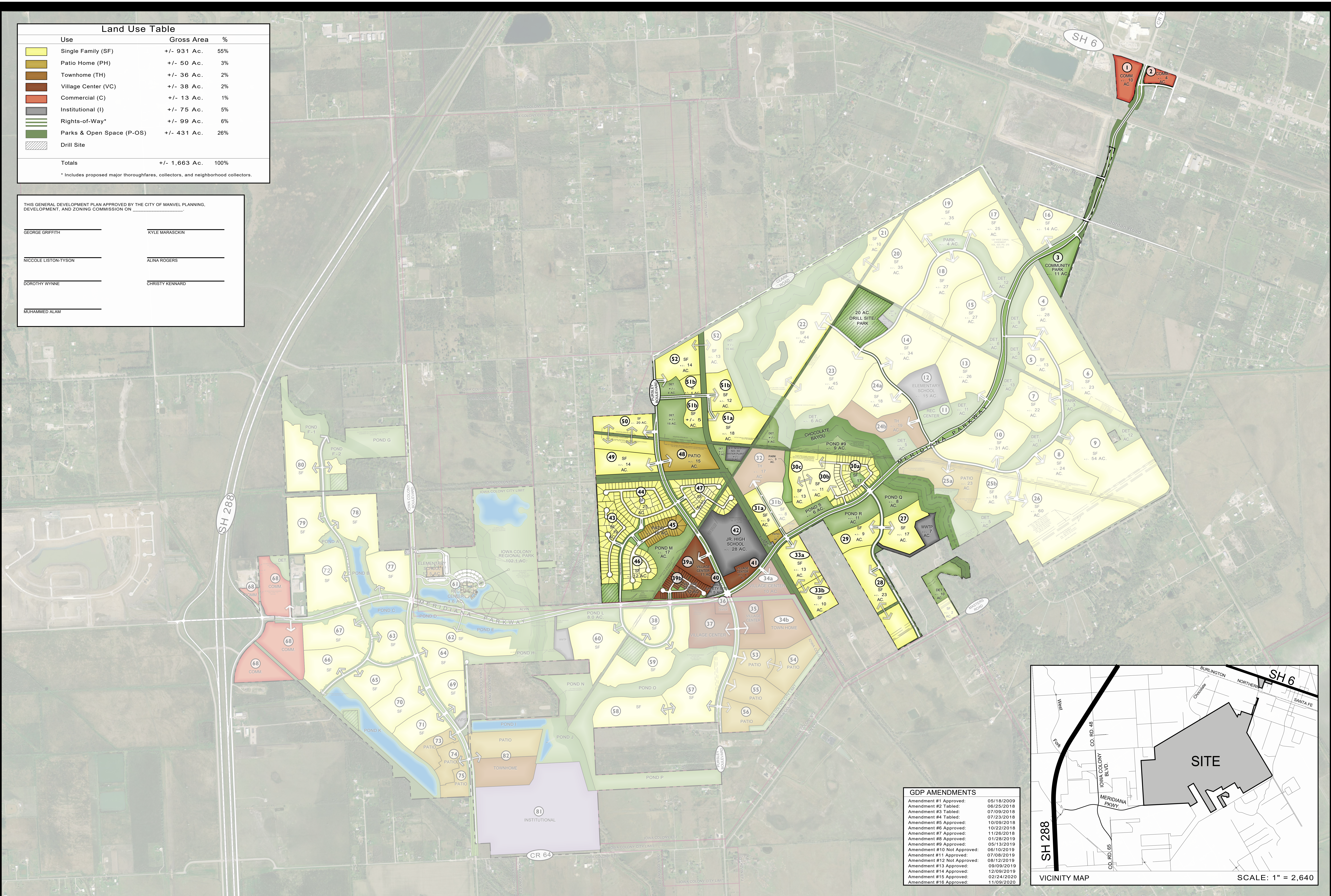
DOROTHY WYNNE

MUHAMMAD ALAM

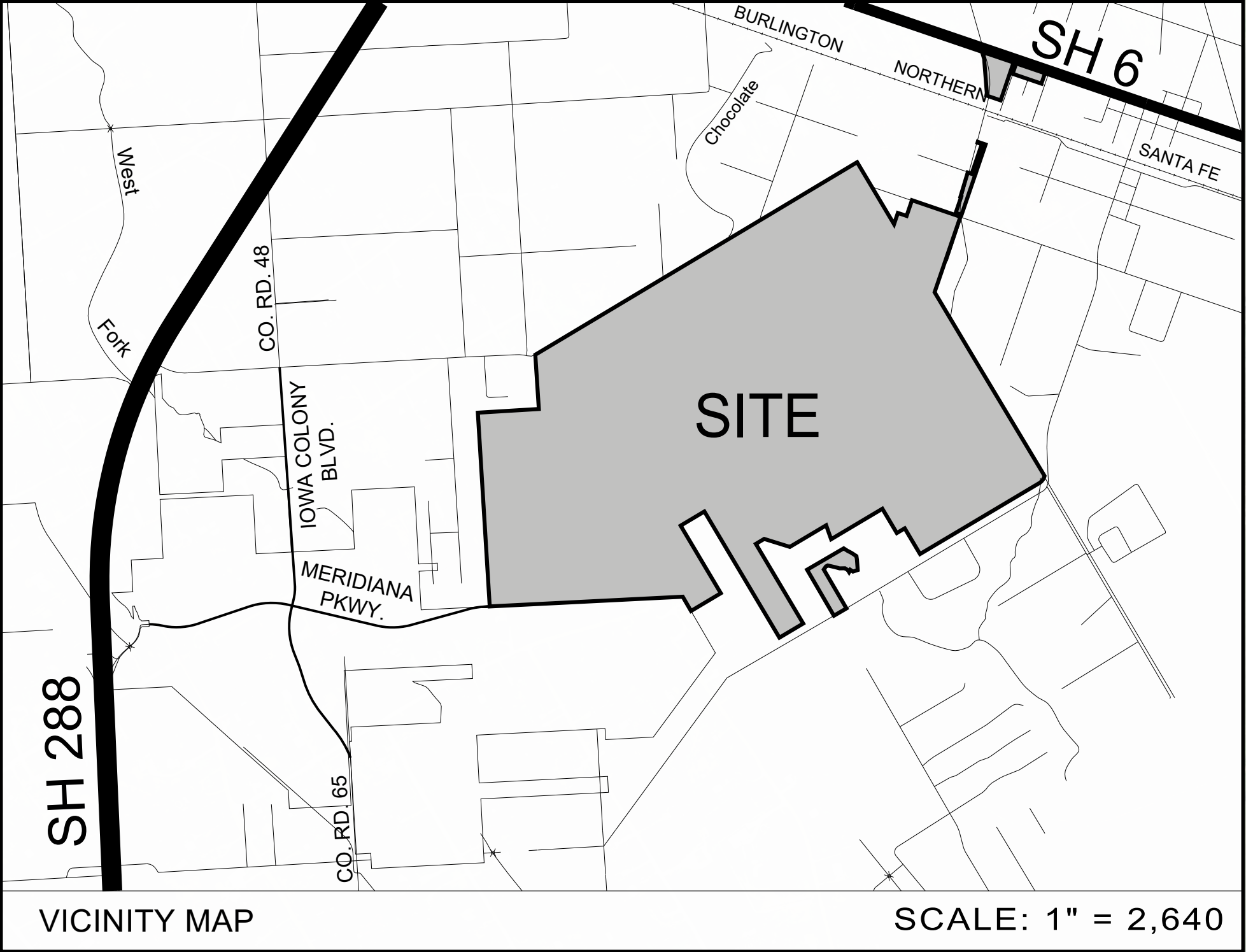
KYLE MARASCKIN

ALINA ROGERS

CHRISTY KENNARD



GDP AMENDMENTS	
Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2019
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020



Meridiana General Development Plan: Amendment #17

Brazoria County, TX

November 16, 2020

SCALE: 1" = 600'



10211 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.368.4500
WWW.EHRAINC.COM
TYPE No. F-726
TBP/L No. 10092300

ENGINEERING THE FUTURE

EHRA JOB NO.
081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48036C010K, dated December 30, 2020, the property lies within Unshaded Zone X, Shaded Zone X, and Zone AE.
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.C.C.P.R. indicates Brazoria County Plat Records.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
P.G. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.W.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
- The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- The Developer/Municipal Utility District/Homeowners' Association shall be responsible for maintenance of all reserves.
- The terms and conditions of Ordinance numbers 2009-0-03, 2009-0-04, and 2009-0-05 of the City of Manvel, Texas dated February 23, 2009, may affect this Plat.
- All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2009-0-04.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116b.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- Approval of the preliminary plat does not constitute acceptance of the subdivision, but is merely an authorization to proceed with the preparation of the final plat. Approval of the preliminary plat shall expire 12 months after council approval, unless the final plat has been submitted to council for final approval during that time. Upon written request of the subdivider, an extension of time may be given, at the discretion of the council, for a single extension period of six months, provided the subdivider has shown good faith in proceeding to complete the work necessary prior to filing the final plat.
- Reserve "N-2" provides a total of 1.44 acres of unencumbered open space within the boundary of this plat.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES:

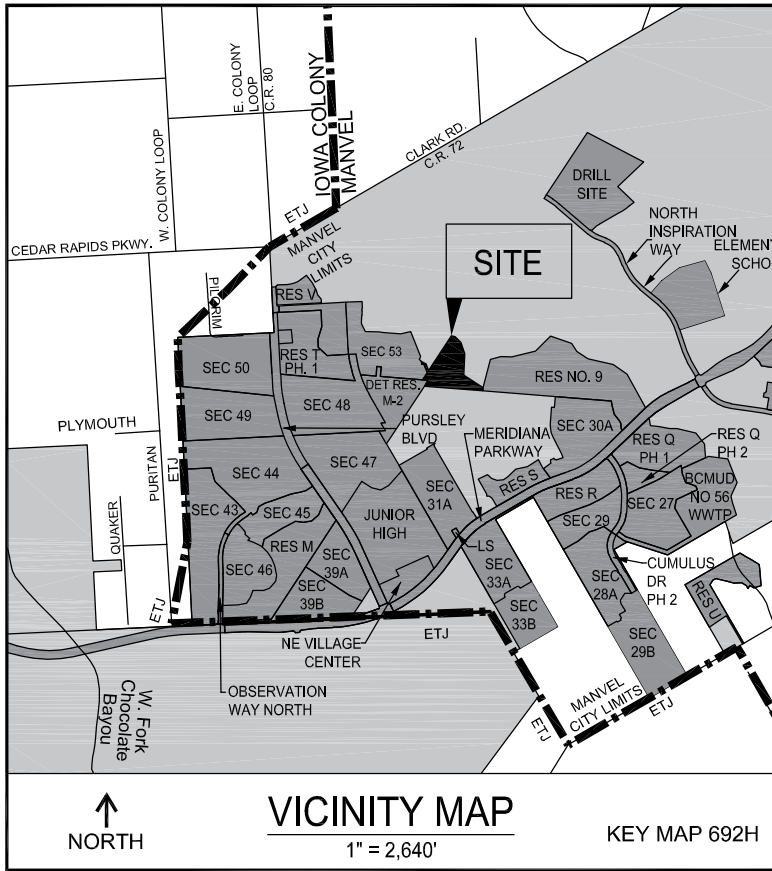
- Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
- All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
- All property shall drain into the drainage easement only through an approved drainage structure.
- All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
- The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
- This rural subdivision employs a natural drainage system, which is intended to provide drainage for the subdivision that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur in the subdivision to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
- Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a reprint and/or redesign of the system may be necessary.
- Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
- All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
- Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
- Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
- Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
- Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
- Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
- All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
- It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
- Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5, Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS RECOMMENDED APPROVAL OF THIS PLAT OF MERIDIANA DETENTION RESERVE "N-2" IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS _____ DAY OF _____ 2021.

PLANNING, DEVELOPMENT AND ZONING COMMISSION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF MERIDIANA DETENTION RESERVE "N-2" IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS _____ DAY OF _____ 2021.

CITY COUNCIL



NORTH
VICINITY MAP
1"=2,640'
KEY MAP 692H

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	55,064.97	1.26
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	57,746.27	1.33
N-2	DETENTION, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	195,646.15	4.49
TOTAL		308,457.39	7.08

LINE TABLE

LINE	ANGLE	DISTANCE
L1	S 71°26'51" E	63.48'
L2	S 21°50'54" E	97.32'
L3	S 79°01'02" E	51.34'
L4	S 45°22'14" E	112.12'
L5	S 19°47'56" E	163.34'
L6	S 04°23'33" W	46.36'
L7	N 33°25'58" E	85.55'
L8	N 56°34'02" E	20.77'
L9	N 85°24'53" W	56.41'
L10	N 33°24'32" W	118.49'
L11	N 21°50'54" E	104.27'
L12	N 71°26'51" E	41.58'

CURVE TABLE

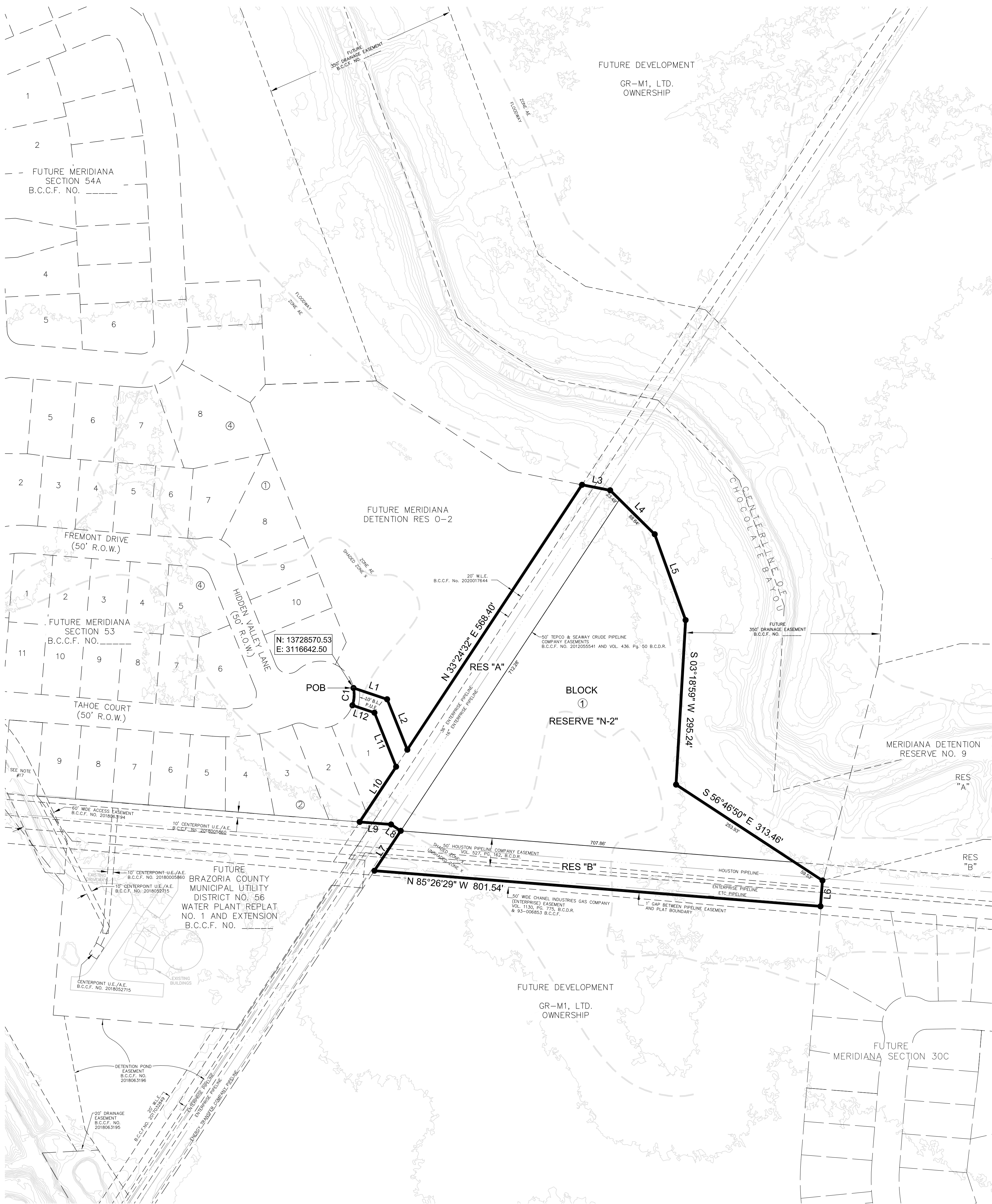
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	60.00'	31.41'	N 63°33'09" E	31.05'

OWNER CONTACT INFORMATION

GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



Meridiana Detention Reserve 'N-2' Preliminary Plat

A Subdivision of 7.08 acres out of the Oliver Hall Survey, A-203, City of Manvel, Brazoria County, Texas.

1 Block and 3 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINCO.COM
TBPE No. F - 726
TBPLS No. 10092300

EHRA JOB NO.
081-011-207

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

September 27, 2021

From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Jessica Rodriguez](#); [Elaine Graham](#); [Gilbert Salas](#)
Subject: 11/01 City Council Agenda
Date: Friday, October 22, 2021 11:18:49 AM
Attachments: [image003.png](#)

Kyle and Tammy,

-
In order to begin the one-year maintenance period, a final inspection walk-through has been conducted for:

MUD 29 Water Plant Expansion GST 2

The Maintenance Bonds have been submitted to the City Secretary's Office, and the As-Built Construction Plans have been submitted to the Development Coordinator's Office.

In short, we recommend that City Council accept the infrastructure improvements for these projects to begin the One Year Maintenance Period.

Please let me know if you need any further information.

~Dan

Daniel S. Johnson, P.E., CFM

Assistant City Manager

City Engineer

20025 Highway 6

Manvel, Texas 77578

(281) 489-0630

www.cityofmanvel.com



From: [Dan Johnson](#)
To: [Kyle Jung](#); [Tammy Bell](#)
Cc: [Elaine Graham](#); [Jessica Rodriguez](#); [Gilbert Salas](#)
Subject: Bluewater Lakes Section 4
Date: Friday, October 22, 2021 11:47:16 AM
Attachments: [image001.png](#)

Kyle and Tammy,

A final acceptance walk-through has been conducted for **Bluewater Lakes Section 4** to conclude the maintenance period which began on April 2, 2018. All punch list items have now been addressed, and we recommend that City Council accept the infrastructure improvements for this project and release the associated maintenance bonds.

Please let me know if you need any further information.
~Dan

Daniel S. Johnson, P.E., CFM

Assistant City Manager
City Engineer
20025 Highway 6
Manvel, Texas 77578
(281) 489-0630

www.cityofmanvel.com

