

LETTER OF RECOMMENDATION

FOR

City of Angleton

Brazoria County Courthouse Expansion
Utility & Improvements Project



CITY OF ANGLETON

NOVEMBER 2022

HDR Project No. 10330468



HDR ENGINEERING, INC.
4828 LOOP CENTRAL DRIVE, SUITE 800
HOUSTON, TEXAS 77081
(713) 622-9264



November 1, 2022

Mayor and City Council Members
City of Angleton, Texas
121 S. Velasco
Angleton, TX 77515

Re: Brazoria County Courthouse Expansion Utility & Improvements Project
City of Angleton, Texas
HDR Job No. 10330468

Dear Mayor and City Council Members:

On September 28, 2022, one (1) bid was received on the above referenced project.

1. Bid Tabulation Sheet – One (1) construction firm participated in the bidding process. The bid was checked for mathematical errors and/or bid irregularities. Appropriate corrections to the errors were made and included in the attached bid tabulations. The errors did not affect the order of the bids. The project was bid with Base Bid and Supplemental items. A bid tab is included in Section 1. The bid for the project is as follows:

CONTRACTOR	TOTAL BASE BID AND SUPPLEMENTAL ITEMS
Matula & Matula Construction, Inc. (Apparent Low Bidder)	\$1,258,432.60

2. Evaluation of the Apparent Low Bidder - The apparent low bidder is Matula & Matula Construction, Inc. HDR has reviewed their Statement of Qualifications and they have previously performed work for the City of Angleton. They have performed well on previous projects and staff stated that they would like to utilize them again. See Section 2 of this report for a list of references.
3. Telephone Conversations with References – Matula & Matula Construction, Inc. has performed many successful projects of the same size and nature. City staff has a good working relationship with them, and they are a firm that is capable of completing this project. Five (5) references were previously contacted by telephone and were asked to respond to a questionnaire. The contractor received excellent ratings on their previous projects. The references indicated that they were impressed with the work Matula & Matula Construction, Inc. had performed and would use them again in the future. Section 3 of this report represents the five previous references previously contacted.



4. Resumes – Company resumes for the supervisory positions have been included in the report for referencing qualifications. Please see Section 4 of this report.

The City of Angleton has entered into an interlocal agreement with Brazoria County for this project. The County has agreed to fund the proposed project in the identified area in the attached interlocal agreement (See Section 5).

During the design phase, it was determined that the City's water line along Arcola was not in the location as depicted in the City's GIS system. It was verified in the field that the existing water and sewer did not have the required separation distance on Arcola Street from Cedar Street to Ash Street. Therefore, the City added an additional section of the water line to the project. This increase of water line is not part of the executed interlocal agreement with the County and it is the City's cost to bear. The City's portion outside of the interlocal is \$47,525.60 (See Attachment 6).

The received bids were higher than the amount identified in the interlocal agreement due to current volatility in the bidding market caused by supply chain issues and material shortages. The remaining project's construction costs outside of the City's portion mentioned above is \$1,210,907.00. The County has agreed to fund the project for the remaining construction cost amount of \$1,210,907.00 (See Section 7 of this report).

Matula & Matula Construction, Inc. is a company with experience and resources in paving and utility projects. They are a responsible firm that should be capable of performing the specified work in a satisfactory manner. They also have performed previous work for the City, and discussions with City staff members about Matula & Matula Construction, Inc.'s experience and capabilities were positive. For these reasons listed above, HDR recommends that the City of Angleton award the Brazoria County Courthouse Expansion Utility & Improvements Project for a total bid of One Million, Two Hundred Fifty-Eight Thousand, Four Hundred Thirty-Two Dollars and Sixty Cents (\$1,258,432.60) to Matula & Matula Construction, Inc (County's portion 1,210,907.00 & City's portion \$47,525.60).

If you have any questions, please feel free to contact us, (713) 622-9264.

Sincerely,

HDR ENGINEERING, INC.

A handwritten signature in blue ink that reads 'John Peterson'.

John Peterson, P.E.
Project Manager

SECTION 1

Bid Tabulation

City of Angleton, Texas Brazoria County Courthouse Expansion Utility Improvements September 2022					
Item	Item Description			Low Bidder	
				Matula & Matula Construction, Inc.	
		Unit	Quantity	UNIT	TOTAL
GENERAL ITEMS - Ridgcrest Street				PRICE	AMOUNT
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 35,000.00	\$ 35,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	LS	1	\$ 19,000.00	\$ 19,000.00
	Total GENERAL ITEMS			\$ 54,000.00	
PAVING ITEMS					
3	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	870	\$ 8.80	\$ 7,656.00
4	7" thick reinforced concrete pavement, including reinforcement, joints and grading, complete in place, the sum of:	SY	1150	\$ 69.40	\$ 79,810.00
5	Full depth asphalt point repair, including pavement removal, 8-inches of Type A HMAc (black base), 2-inches of Type D HMAc overlay, and tack coat, complete in place, the sum of:	SY	290	\$ 76.00	\$ 22,040.00
6	Full depth concrete point repair, including pavement removal, 12" cement stabilized sand, 7" thick reinforced concrete, dowels, and undercut, complete in place, the sum of:	SY	35	\$ 185.60	\$ 6,496.00
7	8" lime stabilized subgrade, complete in place, the sum of:	SY	1300	\$ 4.10	\$ 5,330.00
8	Lime for lime stabilized subgrade, complete in place, the sum of:	TN	30	\$ 275.00	\$ 8,250.00
9	Remove and replace standard 6" reinforced concrete curb, including transitions, complete in place, the sum of:	LF	60	\$ 15.00	\$ 900.00
10	Remove and replace reinforced concrete monolithic curb and gutter, including reinforcement and joints, complete in place, the sum of:	LF	120	\$ 51.50	\$ 6,180.00
11	Remove and replace existing concrete wheelchair ramp, complete in place, the sum of:	EA	7	\$ 2,600.00	\$ 18,200.00
12	Remove existing sidewalk and replace with 4"-thick sidewalk, complete in place, the sum of:	SF	4120	\$ 16.00	\$ 65,920.00
13	Remove and replace with 6" thick concrete driveway, including blockout, reinforcement and joints, complete in place, the sum of:	SY	203	\$ 171.60	\$ 34,834.80
14	Temporary driveway including placement and removal, complete in place, the sum of:	EA	2	\$ 4,500.00	\$ 9,000.00
15	Concrete pavement header or doweled connection without undercut to existing pavement header, per detail, complete in place, the sum of:	LF	165	\$ 36.50	\$ 6,022.50
16	Thermoplastic pavement markings, 12" white for crosswalk, including surface preparation and priming, complete in place, the sum of:	LF	220	\$ 1.20	\$ 264.00
17	Thermoplastic pavement markings, 24" white solid striping, including surface preparation and priming, complete in place, the sum of:	LF	45	\$ 7.50	\$ 337.50
18	Thermoplastic pavement markings, 4" yellow for parking spaces, including surface preparation and priming	LF	110	\$ 0.70	\$ 77.00
19	Thermoplastic pavement markings, yellow paint along esplanade nose area and curb, including surface preparation and priming, complete in place, the sum of:	LF	45	\$ 5.90	\$ 265.50
20	Thermoplastic pavement marking, Blue Handicapped Symbol, including surface preparation and priming, complete in place, the sum of:	EA	1	\$ 261.50	\$ 261.50
21	Remove and dispose of existing asphalt curb ramp, complete in place, the sum of:	EA	1	\$ 300.00	\$ 300.00
22	Remove and salvage existing sign, remove and replace sign post, remount salvaged sign, complete in place, the sum of:	EA	6	\$ 321.00	\$ 1,926.00
23	Contractor shall coordinate support, adjustment, or relocation of a power pole, complete in place, the sum of:	EA	7	\$ 1,000.00	\$ 7,000.00
24	Adjust existing manhole rim to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA	1	\$ 1,015.00	\$ 1,015.00
	Total PAVING ITEMS			\$ 282,085.80	
DRAINAGE ITEMS					
25	Remove and dispose of existing storm sewer, all sizes, all depths, complete in place, the sum of:	LF	165	\$ 16.70	\$ 2,755.50
26	12" PVC SDR 26 storm sewer, including bedding and backfill, complete in place, the sum of:	LF	415	\$ 78.80	\$ 32,702.00
27	Type A -Inlet, including bedding and backfill, complete in place, the sum of:	EA	4	\$ 2,296.80	\$ 9,187.20
28	Type E inlet in sidewalk, including bedding and backfill, complete in place, the sum of:	EA	2	\$ 3,331.00	\$ 6,662.00
29	Trench safety for all storm sewers greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	LF	415	\$ 1.20	\$ 498.00
30	5'x5' Storm Sewer Conflict Box with sump, including bedding and backfill, complete in place, the sum of:	EA	1	\$ 5,305.50	\$ 5,305.50
31	Regrade existing ditch, complete in place, the sum of:	LF	240	\$ 22.60	\$ 5,424.00

Item	Item Description	Low Bidder			
		Matula & Matula Construction, Inc.			
		Unit	Quantity	UNIT	TOTAL
				PRICE	AMOUNT
GENERAL ITEMS - Ridgecrest Street					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 35,000.00	\$ 35,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPEs requirements, complete in place, the sum of:	LS	1	\$ 19,000.00	\$ 19,000.00
	Total GENERAL ITEMS			\$	54,000.00
PAVING ITEMS					
3	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	870	\$ 8.80	\$ 7,656.00
32	18"x12" H-20 loading concrete trench drain with grate, complete in place, the sum of:	LF	90	\$ 255.00	\$ 22,950.00
33	6" steel pipe, including bedding and backfill, complete in place, the sum of:	LF	45	\$ 83.00	\$ 3,735.00
	Total DRAINAGE ITEMS			\$	89,219.20
SANITARY SEWER ITEMS					
34	Clean and televise 6" to 10" sanitary sewer, all depths, complete in place, the sum of:	LF	2,400	\$ 5.90	\$ 14,160.00
35	Pipe burst existing 6" and 8" sanitary sewer with 8.625" O.D. sanitary sewer, up to 10' deep, complete in place, the sum of:	LF	2,235	\$ 68.10	\$ 152,203.50
36	Pipe burst existing 10" sanitary sewer with 12.75" O.D. sanitary sewer, up to 10' deep, complete in place, the sum of:	LF	165	\$ 109.40	\$ 18,051.00
37	12" PVC SDR 26 sanitary sewer (by auger), including bedding and backfill, complete in place, the sum of:	LF	1,050	\$ 150.70	\$ 158,235.00
38	4' diameter sanitary sewer manhole, including bedding and backfill, complete in place, the sum of:	EA	4	\$ 4,254.20	\$ 17,016.80
39	Sanitary sewer service reconnection (by excavation), including fittings, all depths, complete in place, the sum of:	EA	18	\$ 1,115.20	\$ 20,073.60
40	Tie existing sanitary sewer into proposed manhole, complete in place, the sum of:	EA	2	\$ 2,386.00	\$ 4,772.00
41	Trench safety for all sanitary sewer line, including installation, operation and removal, complete in place, the sum of:	LF	110	\$ 1.20	\$ 132.00
42	Rehabilitate existing concrete sanitary sewer manhole with 1" Sewpercoat, complete in place, the sum of:	VF	60	\$ 450.00	\$ 27,000.00
43	6" PVC SDR 26 sanitary sewer end of line clean out, complete in place, the sum of:	LF	2	\$ 2,600.00	\$ 5,200.00
44	20" steel casing on 12" PVC sanitary sewer, complete in place, the sum of:	LF	10	\$ 323.10	\$ 3,231.00
	Total SANITARY SEWER ITEMS			\$	420,074.90
WATER ITEMS					
45	Remove existing water line, including plug at each end, complete in place, the sum of:	LF	250	\$ 23.90	\$ 5,975.00
46	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line by trenchless installation, all fittings, by augered construction as shown on plans, complete in place, the sum of:	LF	2520	\$ 66.00	\$ 166,320.00
47	Furnish and install 4-inch PVC C-900 DR18 CL 235 water line by trenchless installation, all fittings, by augered construction as shown on plans, complete in place, the sum of:	LF	80	\$ 66.80	\$ 5,344.00
48	8" wet connection, complete in place, the sum of:	EA	5	\$ 1,199.80	\$ 5,999.00
49	6" wet connection, complete in place, the sum of:	EA	1	\$ 1,008.60	\$ 1,008.60
50	4" wet connection, complete in place, the sum of:	EA	2	\$ 888.60	\$ 1,777.20
51	8" gate valve and box, complete in place, the sum of:	EA	10	\$ 2,439.20	\$ 24,392.00
52	Cut, plug, and abandon existing 2"-8" water line, complete in place, the sum of:	EA	10	\$ 130.50	\$ 1,305.00
53	Short side service connection, complete in place, the sum of:	EA	3	\$ 1,117.40	\$ 3,352.20
54	Long side service connection, complete in place, the sum of:	EA	3	\$ 1,920.00	\$ 5,760.00
55	Remove and salvage existing fire hydrant, including gate valve and box, complete in place, the sum of:	EA	3	\$ 60.00	\$ 180.00
56	Furnish and install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA	7	\$ 8,000.00	\$ 56,000.00
57	Relocate existing water meter, complete in place, the sum of:	EA	2	\$ 4,165.60	\$ 8,331.20
58	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	LF	220	\$ 1.20	\$ 264.00
59	16" steel casing on 8" PVC SDR 26 water line with restrained joints throughout casing, complete in place, the sum of:	LF	60	\$ 164.40	\$ 9,864.00
	Total WATER ITEMS			\$	295,872.20

Item	Item Description	Low Bidder			
		Matula & Matula Construction, Inc.			
		Unit	Quantity	UNIT	TOTAL
				PRICE	AMOUNT
GENERAL ITEMS - Ridgecrest Street					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 35,000.00	\$ 35,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPEs requirements, complete in place, the sum of:	LS	1	\$ 19,000.00	\$ 19,000.00
	Total GENERAL ITEMS			\$	54,000.00
PAVING ITEMS					
3	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	870	\$ 8.80	\$ 7,656.00
TREE PROTECTION ITEMS					
60	Remove tree 3" to 29.99", complete in place, the sum of:	EA	10	\$ 1,500.00	\$ 15,000.00
	Total TREE PROTECTION ITEMS			\$	15,000.00
SUPPLEMENTAL ITEMS					
61	Clearance prune tree, complete in place, the sum of:	EA	5	\$ 297.20	\$ 1,486.00
62	Install Tree Protection fence (up to 5,000LF), complete in place, the sum of:	LF	500	\$ 5.90	\$ 2,950.00
63	Install Root Pruning Trench, complete in place, the sum of:	LF	150	\$ 29.70	\$ 4,455.00
64	Install extra Cement -Stabilized Sand Backfill, complete in place the sum of:	CY	20	\$ 52.80	\$ 1,056.00
65	Install extra bank sand backfill, complete in place, the sum of:	CY	20	\$ 14.90	\$ 298.00
66	Extra crushed concrete base material, complete in place, the sum of:	TN	50	\$ 42.50	\$ 2,125.00
67	Extra 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete in place, the sum of:	SY	203	\$ 14.30	\$ 2,902.90
68	Extra 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 sack/cubic yard), complete in place, the sum of:	SY	200	\$ 14.30	\$ 2,860.00
69	Extra Type D asphalt pavement, complete in place, the sum of:	TN	50	\$ 119.00	\$ 5,950.00
70	Obstruction Removals within a 12-foot Section of Sewer, depths eight-feet or less in Paved Areas, Complete in place, the sum of:	EA	5	\$ 4,000.00	\$ 20,000.00
71	Extension of 12-foot obstruction removals, all sewer sizes, all depths, dry or wet, paved or unpaved, complete in place, the sum of:	LF	50	\$ 125.00	\$ 6,250.00
72	Replacement of manhole frame, complete in place, the sum of:	EA	2	\$ 1,500.00	\$ 3,000.00
73	Replacement of manhole cover, complete in place, the sum of:	EA	2	\$ 750.00	\$ 1,500.00
74	Additional footage for sewer service, complete in place, the sum of:	LF	50	\$ 100.00	\$ 5,000.00
75	Additional footage for water service, complete in place, the sum of:	LF	50	\$ 15.00	\$ 750.00
76	Adjust existing, valve box, meter box, and/or cleanout to be flush with top of proposed pavement or finished grade, complete in place, the sum of:	EA	5	\$ 350.00	\$ 1,750.00
77	Well Pointing for storm sewer installation, all sizes, all depths, including all necessary appurtenances, complete in place, the sum of:	LF	100	\$ 50.00	\$ 5,000.00
78	Well pointing for water line and sanitary sewer, all sizes, all depths, including all necessary appurtenances, complete in place, the sum of:	LF	100	\$ 50.00	\$ 5,000.00
79	Wet condition bedding for storm sewer installation, all sizes, all depths, consisting of seal slab foundation, filter fabrics and all appurtenances, complete in place, the sum of:	LF	100	\$ 92.90	\$ 9,290.00
80	Wet condition bedding for water line and sanitary sewer installation, all sizes, all depths, consisting of limestone or recycled concrete foundation, filter fabrics and all appurtenances, complete in place, the sum of:	LF	100	\$ 64.30	\$ 6,430.00
81	Installation and removal of piezometer, complete in place, the sum of:	EA	2	\$ 237.80	\$ 475.60
82	Tree protection fencing (plastic), complete in place, the sum of:	LF	300	\$ 5.90	\$ 1,770.00
83	Install Root Pruning Trench, complete in place, the sum of:	LF	300	\$ 29.70	\$ 8,910.00
84	Clearance prune tree, complete in place, the sum of:	EA	10	\$ 297.20	\$ 2,972.00
	Total SUPPLEMENTAL ITEMS			\$	102,180.50
TOTAL GENERAL ITEMS:					\$ 54,000.00
TOTAL PAVING ITEMS:					\$ 282,085.80
TOTAL DRAINAGE ITEMS:					\$ 89,219.20
TOTAL SANITARY SEWER ITEMS:					\$ 420,074.90
TOTAL WATER ITEMS:					\$ 295,872.20
TOTAL TREE PROTECTION ITEMS:					\$ 15,000.00
TOTAL SUPPLEMENTAL ITEMS:					\$ 102,180.50
TOTAL BASE BID & SUPPLEMENTAL BID ITEMS					\$ 1,258,432.60

SECTION 2

References

.Matula & Matula Construction, Inc.

Client References

Matula & Matula Construction, Inc. would like to submit the following references per your request. Please do not hesitate to contact us if you need any additional information.

Owner:	City of Lake Jackson 25 Oak Drive Lake Jackson, TX 77566 Sal Aguirre 979-415-2400	Engineer:	Kelly R. Kaluza & Associates 3014 Avenue I Rosenberg, TX 77471 Kelly Kaluza 281-341-0808
Owner:	City of Angleton 121 S. Velasco Angleton, TX 77515 David King 979-849-4364	Bonding:	USI Insurance Services 25025 N I-45 Freeway, Suite 525 The Woodlands, TX 77380 Kevin McQuian 832-702-8339
Owner:	City of Richwood 1800 Brazosport Blvd N Richwood, TX 77531 Cliff Custer 979-265-1329	Insurance:	Barry Insurance Group 12621 Featherwood Dr., Suite 115 Houston, TX 77034 Jeff Barry 281- 464-3383
Owner:	City of Danbury 6102 Fifth Street Danbury, TX 77534 979-922-1551	Banking:	South Star Bank, Brazoria 301 S. Brooks Brazoria, TX 77422 Donna Stephenson 979-798-2181
Engineer:	Baker & Lawson Engineering 300 E Ceder Angleton TX 77515 Doug Roessler 979-849-6681		
Engineer:	John D. Mercer Associates 118 E. Main St. Edna, TX 77957 David Sheblak 361-782-7121		

Building on a Foundation of Trust Since 1994

SECTION 3

Telephone Conversation
With References

REFERENCE: City of Lake Jackson

CONTACT: Sal Aguirre

TELEPHONE NO.: 979-415-2400

PROJECT/ CONTRACT AMOUNT: Oak Dr. Pavement, Utility & Drainage = \$1,309,749.38; Paving, Drainage and Utility Improvements on Magnolia, Gardenia, Chinaberry & Laurel Streets = \$2,170,887.17

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on past projects? (On a scale of 1-10)

ANSWER: 9-10

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 9-10

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 10

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 10 – Know exactly what it takes to work with residents.

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No. – Very reasonable if any. People out in the field are very knowledgeable. If they find a way to make things easier and are reasonable, they will bring it up to you. Trust them to point out issues, if any, with engineering/design.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 9-10

8. Would you like to have them perform a job for you again?

ANSWER: Primary/Go-to contractor. Never tries to take advantage of us. Well-controlled. Respects our procedures. Underground, parking, paving, utilities, architectural projects. Versatile. Has been doing work for them for the last 10 years. Never left them hanging in anyway.

REFERENCE: Audubon Woods III, LLC

CONTACT: Randy L. Stroud, P.E.

TELEPHONE NO.: 979-849-3141

CONTRACT AMOUNT: \$1,013,859.00

PROJECT: Audubon Woods III

PROJECT DESCRIPTION: Have been working on Audubon Woods continuously for 4-5 years. Also worked on other phases of Audubon Woods (IV), totaling to about \$8-10 million dollars in infrastructure.

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on this project? (On a scale of 1-10)

ANSWER: 10

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 10

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 10

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 10

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: None. Issues that occurred during construction were fixed immediately.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 10

8. Would you like to have them perform a job for you again?

ANSWER: Yes. Seek them out and provide best recommendations for them. Work so well that City of Lake Jackson employed them.

REFERENCE: Baker & Lawson Engineering
CONTACT: Doug Roessler
TELEPHONE NO.: 979-849-6681
CONTRACT AMOUNT: \$390,697.00
PROJECT: Paving, Grading, Drainage, and Water line

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on this project? (On a scale of 1-10)

ANSWER: 9 – Sometimes sloppy about cleanup.

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: Yes, 9.

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 9-10

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 8-9 – Coordinate well with neighbors.

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Weather permitting, yes.

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 9 – Do well. Always hope that they will get the job if out for bid. Always conscious of what they are doing. Brother, John Matula, is inspector so they are stricter. Have several projects in City of Lake Jackson (like them a lot) – currently working on \$3 million street rehab project.

8. Would you like to have them perform a job for you again?

ANSWER: Have been working with them for the last 15-20 years. Highly recommend.

REFERENCE: John D. Mercer Associates

CONTACT: David Sheblak

TELEPHONE NO.: 361-782-7121

PROJECT/CONTRACT AMOUNT: Waterline Construction = \$220k; Transmission Line between Water Well to Water Tank; WL Dist/San Swr Construction; LS Rehab (Completed Aug 2017) = \$140k
WWTP in Sheridan, TX (Under Construction) = \$775k;

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on previous projects? (On a scale of 1-10)

ANSWER: 8-9

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 8-9

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 8-9 – Very good quality work.

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: Very Good

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: If there is an issue during the warranty phase, they are quick to attend to it.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: Get along very well with the client.

8. Would you like to have them perform a job for you again?

ANSWER: Yes

REFERENCE: Kelly R. Kaluza & Associates

CONTACT: Kelly Kaluza – Spoke with Tim [Griffith?]

TELEPHONE NO.: 281-341-0808

PROJECT/ CONTRACT AMOUNT: Underground work mainly and paving – Hitchcock = \$500k,
Wharton County = \$250k; WWTP Rehab – Danbury = \$500k

QUESTIONS

1. How did Matula & Matula Construction, Inc. perform for you on previous projects? (On a scale of 1-10)

ANSWER: 8

2. Were you satisfied with their performance? (On a scale of 1-10)

ANSWER: 8

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: Very Good

4. How would you rate their ability to coordinate the work with neighboring property owners? (On a scale of 1-10)

ANSWER: 8-10 – No Problems.

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No problems – Quickly and reasonably reconcile issues.

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 10

8. Would you like to have them perform a job for you again?

ANSWER: Yes – We always send to them.

SECTION 4

Resumes

PRINCIPAL INDIVIDUALS

CONSTRUCTION EXPERIENCE

2019

Name: Jon Matula
Position: President
Years of Experience: 31
Description of Experience: Jon has been President of Matula & Matula Construction, Inc. since the Company's inception in 1994 and has a vast knowledge of the Civil Construction industry. He works closely with his key employees and customers ensuring projects are completed satisfactorily. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Mike Murphy
Position: Vice President
Years of Experience: 42
Description of Experience: Mike has 36 years of experience in office, administrative, estimating, and project managing of civil construction in municipality and private development. This experience includes but not limited to water, sanitary and storm sewer and concrete paving. He has gained his knowledge and experience working for TxDot, Brown & Root, Inc., Uticon, Ltd., and now Matula & Matula Construction, Inc.

Name: Delia Y. Gonzalez
Positions: Secretary/Treasurer
Years of Experience: 13
Description of Experience: Delia has 13 years of experience in accounting, office, and administrative of civil construction in municipality and private development. She holds a Bachelor's Degree in Accounting from the University of Houston – Clear Lake.

Name: Chris Blessing
Position: Estimator/Project Manager
Years of Experience: 29
Description of Experience: Chris has 19 years in estimating and project managing in the Civil Construction industry. He is knowledgeable in underground utilities, earthwork and paving. He has a Bachelor's Degree in Construction Management from Sam Houston State University. He has gained his knowledge and experience working for Texas Sterling Construction and Slack & Company Contracting, Inc.

Name: Glenn Byrd
Position: Superintendent/Estimator/Project Manager
Years of Experience: 38
Description of Experience: Glenn has 27 years supervisory experience in the Civil Construction industry. He is knowledgeable in the areas of lift stations, water / waste water installation, concrete construction, water treatment plants and underground utilities.

Building on a Foundation of Trust Since 1994

Name: Raul Hernandez
Position: Superintendent
Years of Experience: 28
Description of Experience: Raul has 18 years supervisory experience in the Civil Construction industry. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Charles Swain
Position: Superintendent
Years of Experience: 49
Description of Experience: Charles has 37 years supervisory experience in the Civil Construction industry. He is knowledgeable in underground work, storm sewer, street and utilities, water mains and water plants.

Name: Isaac Olguin
Position: Safety Director
Years of Experience: 26
Description of Experience: Field level, site manager and company director experience in petro-chemical construction, maintenance, manufacturing and turnaround operations. Training and education accomplishments include Safety and Health Degree, OSHA Course 500, OSHA Course 521, NUCA, Scaffold Competent Person/Trainer, 40 Hour HAZWOPER Course, CPR/Medic-First Aid, Master Trainer Course, High Performance Leadership and a Member of ASSE.

SECTION 5

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND
THE CITY OF ANGLETON, TEXAS REGARDING
BRAZORIA COUNTY COURTHOUSE IMPROVEMENTS

This Interlocal Agreement ("Agreement") is made effective as of the Effective Date, as defined below, by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the "County"), and the CITY OF ANGLETON, TEXAS, acting through its City Council (the "City"). The City and the County may be referred to individually as a "Party" and collectively as the "Parties." The Parties mutually agree, and state as follows:

I. Recitals

WHEREAS, Angleton is a Home-Rule Municipal Corporation in Brazoria County, Texas and Brazoria County is defined as a local government in Texas Government Code Section 791.003, both parties enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. Angleton and County wish to enter into an agreement regarding the Brazoria County Courthouse Improvements on the 200 Block of Locust Street, within the city limits of Angleton, Texas.

WHEREAS both the City and the County represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, Texas Transportation Code §311.001 authorizes the City to exercise exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Texas Government Code §791.011 authorizes the City to enter into an interlocal agreement with the County to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, Texas Transportation Code §251.012 and Texas Government Code §791.032 provides that with the approval of the City, the County may enter into the agreement for work performed on their property and City right of way for roads, parking lots and sidewalks; and

WHEREAS, both Angleton and the County find it mutually desirable to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. COVENANTS

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate upon completion of the obligations set forth herein.

2. **Improvements.** The County and the City hereby jointly agree to incorporate the City's improvement of moving utilities, closing and abandoning a portion of Chenango, re-routing, updating, and replacing water and sanitary sewer utilities, widening of roads, installing a 10- foot shared path, and providing easements identified in **Exhibit A**, prepared by the City of Angleton City Engineer in conjunction with the Brazoria County Courthouse Improvements in the 200 Block of Locust Street.

3. **County's Obligations.** County agrees to the following:

- a. Reimburse the City no later than forty-five (45) days after the date of City invoice for work performed as identified in **Exhibit A** which includes constructing, replacing, improving, moving, and removing water and sewer utilities, widen city streets, reconstruct Arcola Street and installing a 10-foot shared path based upon the City of Angleton Engineer's opinion of probable costs of Eight Hundred Fifty Seven Thousand Nine Hundred Forty Three and 75/100 (\$857,943.75) on an actual cost basis; and
- b. Grant a fifteen (15) foot easement to the City for proposed sanitary sewer along Locust Street and North Velasco Street (Business 288). Said easement(s) will be conveyed both by conveyance document and by plat; and
- c. Construct temporary drainage easements until such time as all drainage is re-worked, re-configured, and constructed; and
- d. Comply with all building code standards and regulations of the City as set forth in the Code of Ordinances of the City of Angleton, Texas, as amended; and
- e. The County will hire at their own cost a third-party consultant to perform self-inspection of the courthouse improvements as set forth in Section f. below of this Agreement. However, the County agrees to pay all of City's permitting fees for the Brazoria County courthouse improvements prior to issuance of any building permits as agreed between the parties. The City and County agree that no development permit is required, and no development permit fee will be paid as set forth in Section 23-93 C.3 of the Angleton Code of Ordinances; and
- f. Pursuant to Section 212.903 of the Texas Local Government Code, the County shall conduct all inspections of County owned buildings or facilities

that are a component of the work described as the Courthouse Expansion Project, or courthouse improvements, and provide City all inspection reports immediately upon receipt by County. County will provide City all information on inspection firm(s) contracted for inspections, and all inspections shall be performed by a registered professional engineer or architect licensed in the State of Texas or appropriately certified by the Texas Department of Licensing and Regulation as an inspector in the appropriate discipline;

4. **City's Obligations.** City agrees to the following:

- a. Cause to be constructed, replaced, improved, moved, or removed water and sewer utilities, and widen city streets, identified in **Exhibit A**;
- b. Reconstruct Arcola Street and install shared paths as identified in **Exhibit A** prepared by City of Angleton City Engineer.
- c. Close and abandon the Chenango Street right-of-way between East Live Oak and East Locust Streets in accordance with the Brazoria County courthouse expansion which will be utilized as private parking with gated entrance. Abandonment shall be evidenced by conveyance instrument and handled in the re-platting process, as permitted by the City of Angleton Code of Ordinances.
- d. Provide County the identified location of the proposed 15-foot sanitary sewer easement for the proposed 8-inch sanitary sewer on Arcola Street beginning at the mid-block manhole between Ash and Cedar Street to the intersection of Locust Street for inclusion in plat;
- e. Grant a temporary 20-foot-wide drainage easements in the proposed abandoned portion of the Chenango Street right-of-way where the current storm sewer system is located. This easement will remain in effect until the City is able to construct a new storm sewer along Arcola Street and provide the required storm sewer mitigation for the improvements;
- f. City will provide certificate of occupancy, in accordance with the City of Angleton Code of Ordinances, as amended, for individual buildings as completed during the Courthouse Expansion Project, or courthouse improvements upon receipt of all inspection reports showing compliance with City building standards and regulations; and
- g. Invoice the County on a monthly basis or every thirty (30) days engineering and construction costs for the agreed improvements to the utilities in the area and Arcola Street right-of-way as show in **Exhibit A** prepared by the City of Angleton City Engineer.

5. **Consideration.** This agreement is made in consideration of the obligations of the parties herein.

6. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.

7. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party.

8. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City and shall have dominant control over the project contemplated by this Agreement.

9. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be *exclusively* in a court of appropriate jurisdiction in Brazoria County, Texas.

10. Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation, or annexation of one political subdivision by another. There is no partnership, joint venture, or employee-employer relationship between the parties. Rather, each party shall be an independent contractor under the terms of this agreement and shall assume all of the rights, obligations, and liabilities applicable to it as an independent contractor hereunder, and any provisions in this agreement which may appear to give one party ("the first party") the right to direct the other party ("the second party") as to the details of doing the work herein covered shall be deemed to mean that the second party shall follow the first party's requests in the results of the work only.

11. No agent or employee of either party shall be a borrowed servant of the other party.

12. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

13. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

14. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

15. **No Indemnification by City or County.** The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess, or collect funds, or create a sinking fund.

16. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

17. **No Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party.

18. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the City and the County pertaining to the project contemplated hereby and fully supersedes all prior agreements and understandings between the City and the County pertaining to such transaction.

19. This agreement binds, and inures to the benefit of, the parties to this agreement and their respective successors and permitted assigns.

20. This is not a third-party contract. This contract may not be enforced by any person other than the County or the City, and nothing herein shall be construed to create any rights in third parties.

21. A party is not required to perform any term or covenant in this agreement as long as performance is delayed or prevented by *force majeure*, which includes strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and epidemics, pandemic, acts of God. However, a party's obligations shall not be delayed by this section for more than 180 consecutive days nor more than 365 days in the aggregate, and if a *force majeure* delays or prevents performance longer than that, then either party may terminate this agreement by notice to the other party. Termination shall not impair any obligation of the City to pay its share of costs incurred before termination. Regardless of any other provision, this section shall not excuse a failure to pay money.

22. **Severability Clause:** The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

23. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

24. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.

25. **Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the County.

26. **Further Assurances.** Both the City and the County agree that they will without further consideration execute and deliver such other documents and take such other actions as may be reasonably requested by the other Party to consummate more effectively the project contemplated hereby.

27. **Joint Drafting.** Both Parties agree that this Agreement, including the exhibits, was jointly drafted, negotiated, and agreed upon by the City and the County.

28. In the event either party fails to fulfill the obligations set forth in Paragraph II, 3. and 4. regarding the parties' obligations as set forth herein, the City or County shall give written notice of default with an opportunity to cure such default within thirty (30) days. If either party fails to cure such default during the 30-day cure period, then the other party may terminate the Agreement.

29. **Notices.** All notices, demands and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given in the aforesaid manner, and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below, or, whether actually received or not, three (3) days after such written notice, demand or request has been deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the signature pages attached hereto and made a part hereof for all purposes, or such other place as the City or the County, respectively, may from time to time designate by written notice to the other.

Any written notice to be given to the City shall be given to the City at the following addresses:

City of Angleton, Texas
121 South Velasco
Angleton, Texas 77515
Attn: Chris Whittaker, City Manager

With a copy of any such notice to the City's attorney at:

J. Grady Randle
Randle Law Office Ltd., L.L.P.
Memorial City Plaza II
820 Gessner, Suite 1570
Houston, Texas 77024-4494

Any written notice to be given to the County shall be given to the County at the following addresses:

Matt Hanks
Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515

With a copy of any such notice to the County's attorney at:

Mary Shine
Brazoria County Criminal District Attorney's Office
111 E. Locust, Suite 408A
Angleton, Texas 77515

30. **Effective Date.** The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

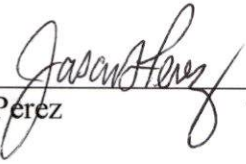
COUNTY:

BRAZORIA COUNTY, TEXAS


By: 
L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

CITY:

THE CITY OF ANGLETON, TEXAS

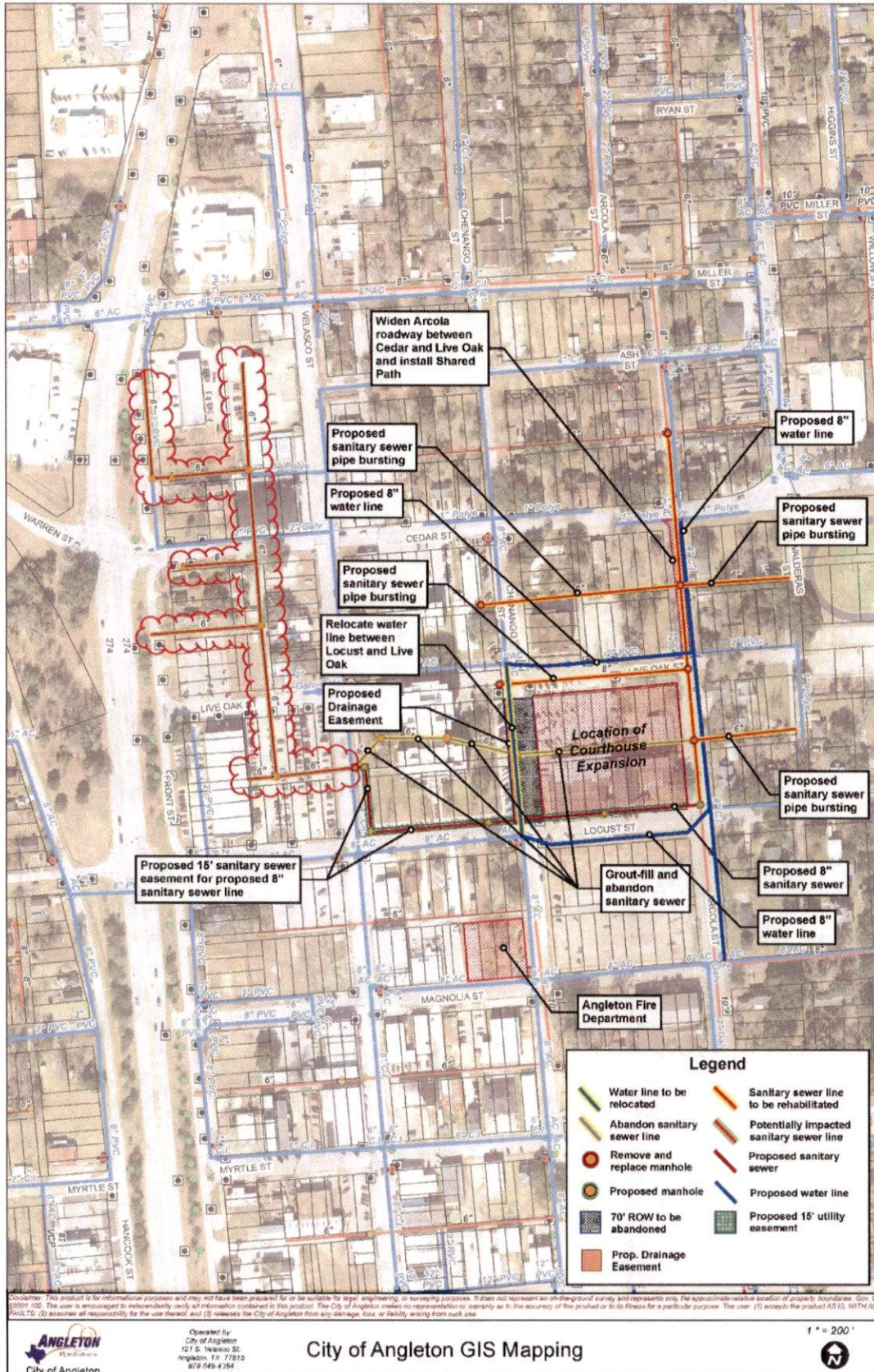
By:  7/12/21
Jason Perez
Mayor

ATTEST:

By: 
Frances Aguilar
City Secretary

**Exhibit "A" Follows
(3 Total Pages)**







June 29, 2021

Mr. Matt Hanks, PE
Brazoria County Engineer
Brazoria County Court House
111 E. Locust
Angleton, Texas 77515

Re: Brazoria County Courthouse Annex
Chenango ROW Abandonment
City of Angleton, Texas

Brazoria County has approached the City about constructing an annex to the County Courthouse on the 200 Block of Locust St. in Angleton, TX. The County has request that the City of Angleton abandon the Chenango St. right-of-way between Live Oaks St. In return for the abandonment of the Chenango Street right-of-way, the City has requested improvements to the utilities in the area and paving improvements on Arcola Street between Cedar Street and Live Oak. The below following are the agreed upon area improvements:

Sanitary Sewer:

The existing 6" sanitary sewer that currently services the Brazoria County Campus (Existing Court House and all County Properties west of 288B) is located under the existing County Courthouse and continues through the property where the new Courthouse expansion will be located (See attached exhibit). This existing section will need to be abandon prior to the Courthouse expansion.

A new sanitary sewer alignment will be required to continue provided services to the County Campus. It is proposed that the existing 6-inch sanitary sewer and 6 existing sanitary manholes on that sewer located on the County Courthouse block and the proposed County Courthouse Annex block be abandoned and grout filled. The County has agreed to provide a 15' sanitary sewer easement along Velasco and Locust Street for the new proposed sanitary sewer alignment. The new sanitary sewer will be an 8-inch PVC pipe beginning at the existing sanitary sewer manhole on the west side of the existing County courthouse block at Velasco Street, continuing south to the corner of Velasco and Locust Street, then turning west along the north side of Locust Street tying into a proposed sanitary sewer manhole on Arcola Street on the existing sanitary sewer. Areas of the proposed sanitary sewer pipe that will run underneath street paving will be installed by boring to avoid additional pavement costs. Areas where sidewalks are disturbed for the sanitary sewer installation will be replaced.

The project also includes the installation of a new 8" sanitary sewer on Arcola Street beginning at the Mid-block manhole between Ash and Cedar Street to the intersection of Locust

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4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F 713.622.9265
Texas Registered Engineering Firm F-754

Street. All connecting sewer lines will be rehabilitated with new HDPE pipe to the nearest manhole or cleanout. Existing manholes will be rehabilitated and existing cleanout will be replaced with manholes.

Waterline:

The existing 8-inch AC water line located in the Chenango right-of-way between Live Oak and Locust St. must be relocated to facilitate the County Courthouse expansion. A 8-inch water line is proposed on the north side of Live Oak Street between Chenango and Arcola Street. A new 8" waterline is proposed from the intersection of Locust Street and Arcola Street east one block to Chenango Street and south one block from the same intersection to Magnolia Street.

The existing 4-inch cast iron water line located on Arcola between Cedar and Live Oak will be abandoned and replaced with an 8-inch PVC water line.

All waterlines described will be installed by boring.

Pavement:

The existing street cross section of Arcola from Cedar to Live Oak is a 19' elevated asphalt roadway with shallow roadside swales. As part of the agreement to abandon the Chenango right-of-way, this section of Arcola Street will be widened to a 28' wide 7" thick concrete curb and gutter street section. The improved street cross section will also include a proposed 10-foot wide concrete shared path that includes curb ramps where necessary.

Chenango Storm Sewer Easements:

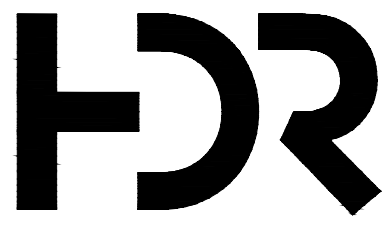
Due to the City having an active storm sewer inside the Chenango right-of-way that must remain active until the funding become available for the new proposed system on Arcola, a 20-foot wide drainage easement shall be obtained from the County over the existing storm sewer in the existing Chenango right-of-way between Live Oak Street and Locus Street.

Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount
SANITARY SEWER ITEMS:					
1	1,730	L.F.	8" gravity sewer line, installed by open-cut	\$ 55.00	\$ 95,150.00
2	120	L.F.	8" gravity sewer line, installed by boring ¹	\$ 115.00	\$ 13,800.00
3	1,010	L.F.	8" gravity sewer line by pipe bursting	\$ 43.00	\$ 43,430.00
4	13	EA.	4' diameter manhole	\$ 5,000.00	\$ 65,000.00
5	195	V.F.	1" SewperCoat lining for rehabbing interior of 4' diameter manholes ²	\$ 110.00	\$ 21,450.00
6	7	C.Y.	Grout fill for abandonment of existing sanitary sewer	\$ 200.00	\$ 1,400.00
7	3	EA.	Abandon existing manhole	\$ 750.00	\$ 2,250.00
8	12	EA.	Sanitary sewer service connection	\$ 1,500.00	\$ 18,000.00
TOTAL SANITARY SEWER ITEMS:					\$ 260,480.00
WATER LINE ITEMS:					
9	2,040	L.F.	8" PVC water line, installed by open-cut	\$55.00	\$ 112,200.00
10	405	L.F.	8" PVC water line, installed by boring ¹	\$115.00	\$ 46,575.00
11	6	EA.	8" wet connection	\$1,000.00	\$ 6,000.00
12	14	EA.	8" gate valve and box	\$1,600.00	\$ 22,400.00
13	2	EA.	Furnish and Install Fire Hydrant Assembly including 6" Gate Valve and Le	\$5,500.00	\$ 11,000.00
14	3	EA.	Abandon Existing Water Valve	\$350.00	\$ 1,050.00
15	11	EA.	Water service connection	\$1,500.00	\$ 16,500.00
16	130	L.F.	16" steel casing	\$250.00	\$ 32,500.00
TOTAL WATER LINE ITEMS:					\$ 248,225.00
PAVING ITEMS:					
17	1,100	S.Y.	Remove existing asphalt pavement and base	\$10.00	\$ 11,000.00
18	1,100	S.Y.	7" Reinforced Concrete Pavement	\$70.00	\$ 77,000.00
19	1,250	S.Y.	6" Lime Subgrade	\$7.00	\$ 8,750.00
20	120	TON	Lime (4% by dry unit weight)	\$200.00	\$ 24,000.00
21	2	EA.	Temporary Driveway	\$700.00	\$ 1,400.00
22	320	S.Y.	Remove and Replace 6" Concrete Driveways	\$90.00	\$ 28,800.00
23	50	L.F.	Concrete Paving Header	\$20.00	\$ 1,000.00
24	180	S.Y.	Remove and replace existing sidewalk and wheelchair ramps	\$5.00	\$ 900.00
25	720	L.F.	6" Concrete Curb	\$8.00	\$ 5,760.00
26	400	S.Y.	6" concrete sidewalk	\$16.00	\$ 6,400.00
27	240	S.F.	Concrete curb ramp ³	\$11.00	\$ 2,640.00
28	1	LS	Grading Right-Of-Way	\$10,000.00	\$ 10,000.00
TOTAL OTHER ITEMS:					\$ 177,650.00
TOTAL CONSTRUCTION COST:					\$ 686,355.00
MISCELLANEOUS ITEMS (25%):					\$ 171,588.75
Engineer's Opinion of Probable Construction Cost:					\$ 857,943.75

¹ Pipes are installed by boring across street intersections.² Manholes are generally assumed to be an average 15 ft deep for the purposes of this estimate.³ Assume that curb ramps on average are 6 ft long

SECTION 6

City's Portion of the Project



Texas P.E. Firm
Registration No. F-754

HDR Engineering, Inc.

4828 Loop Central Drive, Suite 800
Houston, Texas 77081
P 713.622.9264 F 713.622.9265
www.hdrinc.com

PROJECT FOR

Courthouse Expansion Utility and Paving Improvements



PRIVATE UTILITY LINES SHOWN

AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR
EASEMENTS CALL THE ONE STAR NOTIFICATION 713-223-4587.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL TEXAS NEW MEXICO POWER AT 409-945-2388

NOTICE:

For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig,
so that underground line can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date:

CenterPoint Energy/Natural Gas Facilities Verification ONLY. (This Signature
verifies that you have shown CNP Natural Gas lines correctly - not to be used
for conflict verification.) (Gas service lines are not shown.)
Signature Valid for six months.

Date:

Texas New Mexico Power Co. (Approved Only for Crossing Underground
Ductlines, Unless Otherwise Noted.) Valid at Time of Review Only.

Date:

Approved for AT&T Texas/SWB/T Underground Conduit Facilities ONLY.
Signature Valid for one year.

MARK	DATE	DESCRIPTION

PROJECT NUMBER	10330468
CHECKED BY	J. Moore
DRAWN BY	R. Carr

90% SUBMITTAL
FOR REVIEW ONLY NOT
FOR BIDDING OR
CONSTRUCTION

JOSEPH E. MOORE
TEXAS SERIAL NO. 119103

APRIL 2022

SHEET NAME

Arcola Street
Sta. 11+50 to Sta. 15+48

SCALE	0 10 20 30 40 1" = 20' - H 1" = 2' - V
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SHEET NUMBER

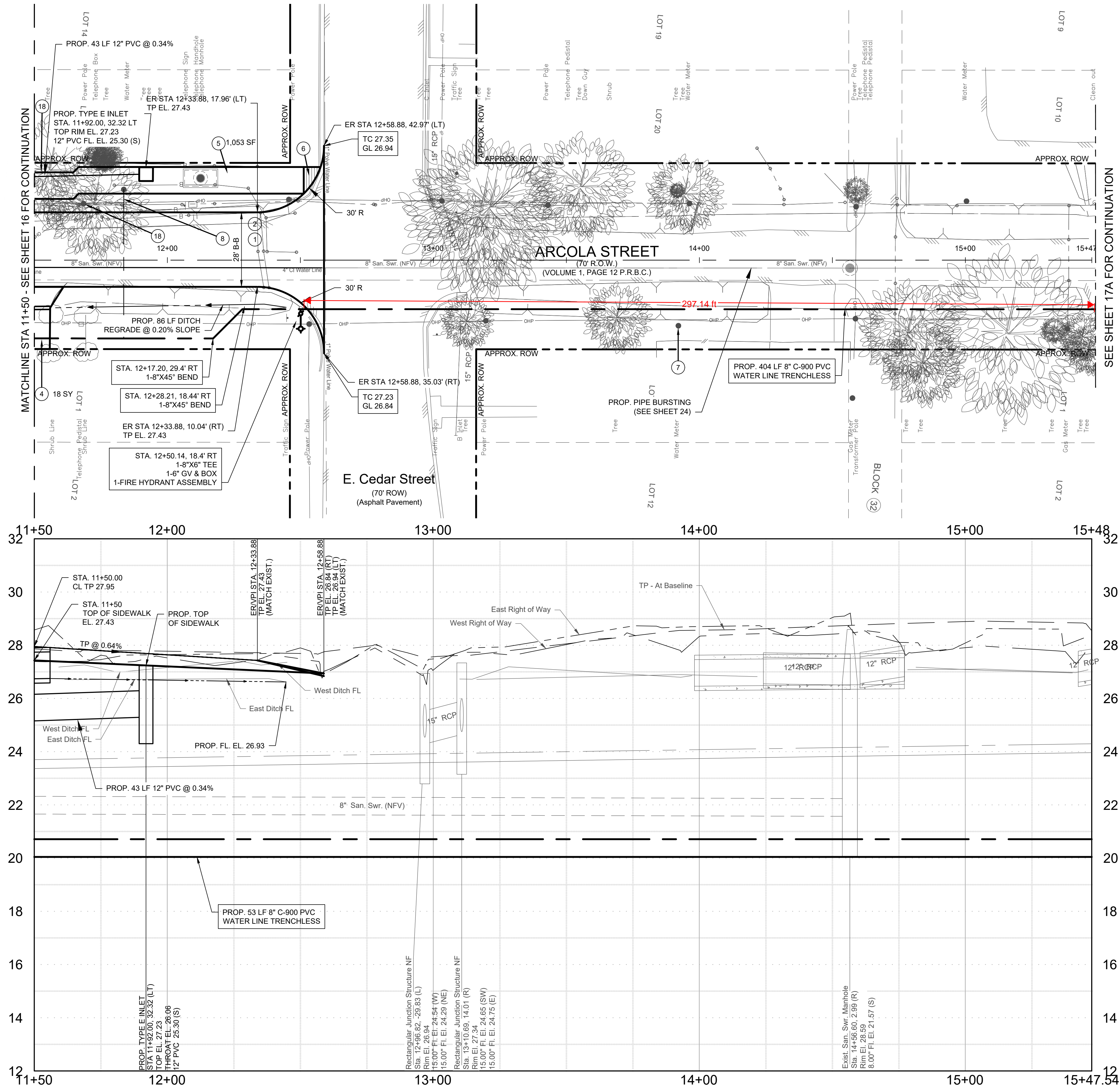
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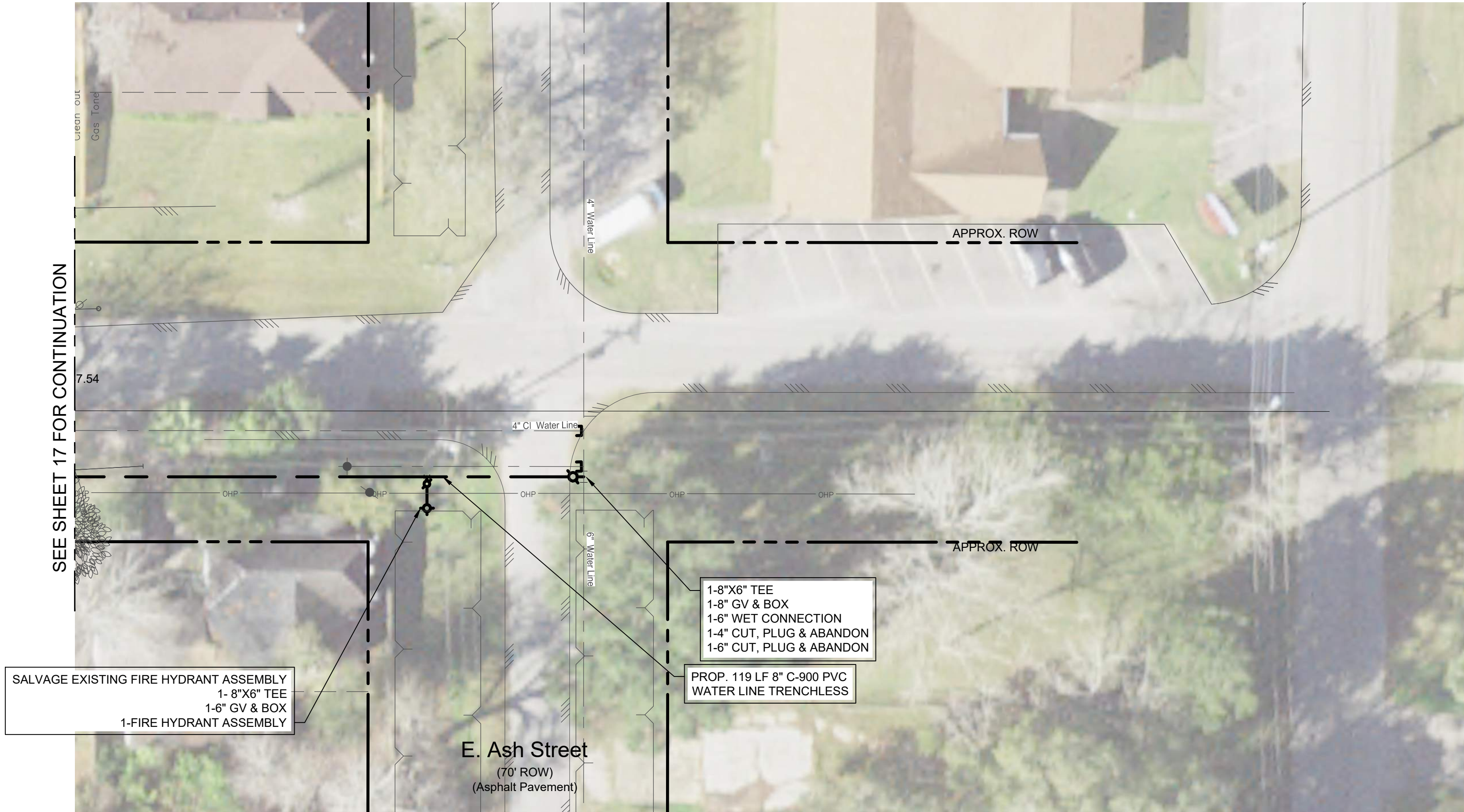
FILE NAME	Arcola Street - Sheets.dwg
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KEYNOTES:

UTILITIES, PAVING & DRAINAGE

- 1 REMOVE AND DISPOSE OF EXISTING PAVEMENT INCLUDING BASE MATERIAL.
- 2 PROPOSE 7" CONCRETE PAVEMENT.
- 3 REMOVE AND REPLACE 6" CONCRETE CURB.
- 4 REMOVE AND REPLACE 6" THICK REINFORCED CONCRETE DRIVEWAY.
- 5 PROPOSED 4" THICK REINFORCED CONCRETE SIDEWALK.
- 6 PROPOSED SIDEWALK RAMP WIDE DETECTABLE WARNING PAVERS PER DETAIL.
- 7 PROPOSED SHORT SIDE WATER SERVICE REPLACEMENT.
- 8 PROPOSED LONG SIDE WATER SERVICE REPLACEMENT.
- 9 PROPOSED SHORT SIDE SANITARY SERVICE REPLACEMENT.
- 10 PROPOSED LONG SIDE SANITARY SERVICE REPLACEMENT.
- 11 REMOVE, SALVAGE, AND REINSTALL EXISTING MAILBOX.
- 12 REMOVE AND SALVAGE EXISTING SIGN, REMOVE AND REPLACE SIGN POST, REMOUNT SALVAGE SIGN.
- 13 24" WIDE SOLID WHITE TYPE 1 REFLECTIVE PAVEMENT MARKERS.
- 14 12" WIDE SOLID WHITE TYPE 1 REFLECTIVE PAVEMENT MARKERS.
- 15 ADJUST EXISTING MANHOLE RIM, VALVE BOX, METER BOX, AND/OR CLEANOUT TO BE FLUSH WITH TOP OF PROPOSED PAVEMENT OR FINISHED GRADE.
- 16 PROPOSED PAVING HEADER PER DETAIL.
- 17 PROPOSED FULL DEPTH SAW CUT.
- 18 REMOVE EXISTING TREE.
- 19 CONTRACTOR SHALL COORDINATE SUPPORT, ADJUSTMENT, OR RELOCATION OF POWER/LIGHT POLES AND/OR GUY ANCHORS W/OWNER OF POLES, AS REQUIRED.





- KEYNOTES:
UTILITIES, PAVING & DRAINAGE
- 1 REMOVE AND DISPOSE OF EXISTING PAVEMENT INCLUDING BASE MATERIAL.
 - 2 PROPOSE 7\"/>



Texas P.E. Firm
Registration No. F-754

HDR Engineering, Inc.

4828 Loop Central Drive, Suite 800
Houston, Texas 77081
P 713.622.9264 F 713.622.9265
www.hdrinc.com

PROJECT FOR

Courthouse Expansion Utility and Paving Improvements



PRIVATE UTILITY LINES SHOWN
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR
EASEMENTS CALL THE LONE STAR NOTIFICATION 713-223-4567.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL TEXAS NEW MEXICO POWER AT 409-945-2386

NOTICE:
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig,
so that underground line can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date:
CenterPoint Energy/Natural Gas Facilities Verification ONLY. (This Signature
verifies that you have shown CNP Natural Gas lines correctly - not to be used
for conflict verification.) (Gas service lines are not shown.)
Signature Valid for six months.

Date:
Texas New Mexico Power Co. (Approved Only for Crossing Underground
Ductlines, Unless Otherwise Noted.) Valid at Time of Review Only.

Date:
Approved for AT&T Texas/SWB T Underground Conduit Facilities ONLY.
Signature Valid for one year.

MARK	DATE	DESCRIPTION

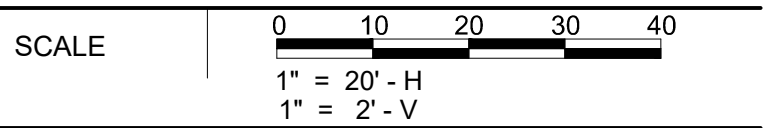
PROJECT NUMBER	10330468
CHECKED BY	J. Moore
DRAWN BY	R. Carr

90% SUBMITTAL
FOR REVIEW ONLY NOT
FOR BIDDING OR
CONSTRUCTION

JOSEPH E. MOORE
TEXAS SERIAL NO. 119103

APRIL 2022

SHEET NAME
Arcola Street
Sta. 15+48 to E. Ash St.



SHEET NUMBER
17A

FILE NAME
Arcola Street - Sheets.dwg

OPINION OF PROBABLE CONSTRUCTION COST					
Brazoria County Courthouse Expansion Utility Improvement					
CITY OF ANGLETON, TX					
October 2022					
Courthouse Project					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT
WATER ITEMS					
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 1,400.00	1,400.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	LS	1	\$ 760.00	760.00
3	8" C-900 PVC waterline, installed by Trenchless	L.F	417	\$ 66.00	\$ 27,522.00
4	Furnish and Install 8" GV & BOX, complete in place	E.A	1	\$ 2,439.20	\$ 2,439.20
5	6" Diameter Wet Connection, complete in place	E.A	1	\$ 1,008.60	\$ 1,008.60
6	Cut, Plug and Abandon existing 2"-8" water line complete in place, the sum of	EA.	2	\$ 130.50	\$ 261.00
7	Short side service connections, complete in place, the sum of:	EA.	2	\$ 1,117.40	\$ 2,234.80
8	2" long side service connection for school, complete in place, the sum of	EA.	2	\$ 1,920.00	\$ 3,840.00
9	Remove and salvage existing fire hydrant, including gate valve and box, complete in place, the sum of:	EA.	1	\$ 60.00	\$ 60.00
10	Furnish and install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA.	1	\$ 8,000.00	\$ 8,000.00
				CITY ITEMS	\$ 47,525.60

SECTION 7

County's Approval of Additional Funds

Peterson, John

From: Matt Hanks <matth@brazoriacountytx.gov>
Sent: Tuesday, November 1, 2022 10:46 AM
To: Peterson, John
Cc: Karen McKinnon
Subject: RE: [EXTERNAL]RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John,

Sorry for being so slow in replying to your email. Per the agreement, the County will cover the additional cost for the project.

Please let me know if you need anything further.

Thanks,
Matt

From: Peterson, John <John.Peterson@hdrinc.com>
Sent: Tuesday, November 1, 2022 9:14 AM
To: Matt Hanks <matth@brazoriacountytx.gov>
Cc: Karen McKinnon <KarenM@brazoriacountytx.gov>
Subject: [EXTERNAL]RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Hey Matt,

Can I get a written response that the County is going to cover the additional cost on the above referenced project. I have a deadline of today to get the Letter of Recommendation to the City in order to make the Council meeting. Due to Thanksgiving Holiday, I think they are only going to have one meeting this month. So if I do not get this out today it will be pushed until next month.

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR
4828 Loop Central Drive; Suite 800
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john.peterson@hdrinc.com

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From: Peterson, John R

Sent: Monday, October 31, 2022 3:32 PM

To: matth@brazoria-county.com

Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us; Moore, Joseph E <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri <judith@igradyrandlepc.com>; KarenM@brazoria-county.com; pconner@angleton.tx.us

Subject: RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt just following up on this. Thanks

From: Peterson, John

Sent: Tuesday, October 25, 2022 2:43 PM

To: matth@brazoria-county.com

Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us; Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri <judith@igradyrandlepc.com>; KarenM@brazoria-county.com; pconner@angleton.tx.us

Subject: RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt,

Just following up with you on the additional funding for the Courthouse Expansion Utility and Paving Improvements. Please let me know.

Thanks,

John Peterson, P.E., CFM

Project Manager

HDR

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From: Peterson, John

Sent: Monday, October 17, 2022 5:38 PM

To: matth@brazoria-county.com

Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us; Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri <judith@igradyrandlepc.com>; KarenM@brazoria-county.com; pconner@angleton.tx.us

Subject: RE: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt,

Per our discussion this morning, I verified the total engineering cost for the project and it is \$230,900.

Per the previous email the additional amount of the bid is in the amount of \$352,963.27. Adding the engineering cost to this amount (\$230,900), the total project cost to the County is \$583,863.27.

Please let me know if you need anything else.

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR

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From: Peterson, John
Sent: Thursday, October 13, 2022 9:15 AM
To: matth@brazoria-county.com
Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us;
Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri
<judith@igradyrandlepc.com>
Subject: FW: Brazoria County Courthouse Expansion Utility and Paving Improvements

Hey Matt,

I am just checking in with you to see if I can provide any assistance on this. Please let me know.

Thanks,

John Peterson, P.E., CFM
Project Manager

HDR

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From: Peterson, John
Sent: Monday, October 10, 2022 11:56 AM
To: matth@brazoria-county.com
Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Jeff Sifford <jsifford@angleton.tx.us>; hrenteria@angleton.tx.us;
Moore, Joseph <joseph.moore@hdrinc.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Judith ElMasri
<judith@igradyrandlepc.com>
Subject: Brazoria County Courthouse Expansion Utility and Paving Improvements

Matt,

The County has entered into an interlocal agreement with the City that states the County will fund the above referenced project. In the agreement the County committed an amount based on an engineer's opinion of cost at the time of the agreement of approximately \$857,943.73 on an actual cost basis.

On September 28, 2022, the City of Angleton opened bids for the Brazoria County Courthouse Expansion Utility and Paving Improvements. The City received one bid from Matula and Matula. Due to the market volatility, supply chain issues, and material cost increases, construction prices have increase exponentially in recent months. The received bid for this project was in the amount of \$1,258,432.60.

The City added an additional section of the water line into the project on Arcola Street from Cedar Street to Ash Street. This increase of water line is not part of the executed interlocal agreement and is the City's cost to bear. The City portion outside of the interlocal is \$47,525.60 (see attachments). This means that the remaining project cost of the received bid is \$1,210,907.00. With the County's committed \$857,943.73 identified in the executed interlocal agreement, there is a remaining portion of the project in the amount of \$352,963.27. The City would like to discuss additional funding for this project in more detail with County .

Thanks,

John Peterson, P.E., CFM
Project Manager

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