



The City of Liberty

Liberty Community Development Corporation

1829 Sam Houston Street
Liberty, TX 77575
www.cityofliberty.org

Meeting

~ Agenda ~

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, January 15, 2013

6:00 PM

City Council Chambers

The Liberty Community Development Corporation of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrival
President Dennis Beasley	☐	☐	☐	
Vice-President Mike McCarty	☐	☐	☐	
Board Member Louie Potetz	☐	☐	☐	
Board Member Robert Ward	☐	☐	☐	
Board Member Barbara Norwood	☐	☐	☐	
Board Member Leslie Herndon	☐	☐	☐	
Board Member David Arnold	☐	☐	☐	
General Manager Gary Broz	☐	☐	☐	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

III. PRESENTATIONS / REPORTS

A. LCDC Information Item (ID # 2597)

Financial Report

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the LCDC and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

A. Minutes Approval

1. Tuesday, October 23, 2012

V. REGULAR AGENDA

A. Regular Session

1. LCDC Corporation Action (ID # 2598)

Discussion Regarding Street Extension Project Right-Of-Ways, and Take Any Action Deemed Necessary.

2. LCDC Corporation Action (ID # 2599)

Consider an Engineering Proposal for the Design and Bid of the Street Extension Project, and Take Any Action Deemed Necessary.

- CivilCorp Eng Agreement (PDF)

3. LCDC Corporation Action (ID # 2600)

Consider Funding Options for the Street Extension Project, and Take Any Action Deemed Necessary.

4. LCDC Corporation Action (ID # 2601)

Discussion of the Status of the Liberty Community Development Corporation Grant to Tower Autoplex, and Take Any Action Deemed Necessary.

5. LCDC Resolution (ID # 2602)

Consider a Resolution Amending the LCDC Budget for Fiscal Year 2012-2013.

B. Executive Session

Deliberation Regarding Real Property. Gov. Code §551.072

Consultation with Attorney-Closed Meeting. Gov. Code §551.071

1. Discussion to deliberate the purchase, exchange, lease, or value of real property.

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087

Consultation with Attorney. Gov. Code §551.071

2. Discussion regarding an economic development prospect/negotiations, and/or to deliberate the offer of a financial or other incentive.

C. Reconvene into Regular Session

1. LCDC Corporation Action (ID # 2603)

Consider and Take Action, If Any, on the Items as Discussed in the Executive Session.

VI. ADJOURNMENT

A. Motion To: Adjourn

CERTIFICATION

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 11th day of January, 2013 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, Corp. Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2013.



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

3.A

Meeting: 01/15/13 06:00 PM

Department: Administration
Category: LCDC Reports

LCDC INFORMATION ITEM (ID # 2597)

DOC ID: 2597



The City of Liberty

Liberty Community Development Corporation

1829 Sam Houston Street
Liberty, TX 77575
www.cityofliberty.org

Meeting

~ Minutes ~

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, October 23, 2012

5:00 PM

City Council Chambers

The Liberty Community Development Corporation of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

The Meeting was called to order on October 23, 2012 at the City Council Chambers, 1829 Sam Houston, Liberty, TX at 5:05 PM by Vice-President Mike McCarty.

Attendee Name	Title	Status	Arrived
Dennis Beasley	President	Absent	
Mike McCarty	Vice-President	Present	
Louie Potetz	Board Member	Present	
Robert Ward	Board Member	Present	
Barbara Norwood	Board Member	Present	
Leslie Herndon	Board Member	Absent	
David Arnold	Board Member	Absent	
Gary Broz	General Manager	Present	
Dianne Tidwell	Corp. Secretary	Present	
Randy Gunter	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

Vice-President McCarty welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Board. There were no comments from the audience.

General Manager Gary Broz reported that President Beasley is doing well and should be home soon.

III. PRESENTATIONS / REPORTS

A. LCDC Information Item (ID # 2538)

Financial Report

COMMENTS - Current Meeting:

General Manager Gary Broz gave the Financial Report as of September 30, 2012. Mr. Broz reviewed the various budget line items and led discussion of major project expenditures to include the street extension, property purchase, and the Airport projects. Mr. Broz further detailed the cost of the Airport hangar project, which is near completion. Mr. Broz stated that this \$559,873.00 project, along with the FEMA reimbursement in the amount of \$214,576, and the insurance reimbursement of \$162,000, received as a result of Hurricane Ike, leaves an

Minutes Acceptance: Minutes of Oct 23, 2012 6:00 PM (Minutes Approval)

expenditure of \$183,297.00. Mr. Broz stated that he is working with TXDOT to meet all requirements for receiving 90% reimbursement on the dirt work for the hangars.

Mr. Broz further discussed sales tax revenue to-date in the amount of \$995,318.56, with interest income of \$9,077.35, for a fund balance of \$1,004,395.91. Brief discussion was also held regarding levee maintenance and WCID No. 5 Maintenance issues.

B. LCDC Information Item (ID # 2539)

Project Updates - City Manager G. Broz

COMMENTS - Current Meeting:

The project updates were passed on as the Airport and Street Extension Projects would be discussed later in this meeting.

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the LCDC and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Louie Potetz, Board Member
SECONDER:	Barbara Norwood, Board Member
AYES:	Mike McCarty, Louie Potetz, Robert Ward, Barbara Norwood
ABSENT:	Dennis Beasley, Leslie Herndon, David Arnold

A. Minutes Approval

1. Tuesday, September 04, 2012

V. REGULAR AGENDA

A. Regular Session

1. LCDC Corporation Action 2012-17

Consider a Request for Funds for Asbestos Removal and Demolition of Structures at the Liberty Municipal Airport, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Mr. Broz gave a powerpoint presentation regarding the various projects at the Liberty Municipal Airport and their status. Mr. Broz stated that property recently purchased for the airport included a house and an old tavern. The tavern being a commercial building was inspected and it was found to contain asbestos. Bids were recently let for the asbestos removal and demolition of the two structures, with Mr. Broz recommending the following:

- NCM/Houston - Asbestos Abatement \$6,200

Meeting**Minutes****October 23, 2012**

• Johnson's/Liberty - Demolition of both + slab removal	\$10,000
• Vision Environmental - Air Monitoring and Paperwork (for asbestos removal)	\$2,300
TOTAL	\$18,500

Additional discussion was held regarding negotiations for a .25 acre tract of property, adjacent to the house, to be possibly purchased for the Airport. Motion was made to approve the City Manager's recommendation for an expenditure of \$18,500 for the asbestos removal, monitoring, and demolition of the two structures.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Ward, Board Member
SECONDER:	Barbara Norwood, Board Member
AYES:	Mike McCarty, Louie Potetz, Robert Ward, Barbara Norwood
ABSENT:	Dennis Beasley, Leslie Herndon, David Arnold

2. LCDC Corporation Action 2012-18

Consider a Request for Funds to Complete the Airport Hangar Project, and Take Any Action Deemed Necessary.

COMMENTS - Current Meeting:

Mr. Broz reported that in order to complete the hangar project, he must request additional funds to finish paving of the taxiway, between the hangars. As a result of having two separate contracts (hangars and paving), a three foot gap exists on three sides, due to hangar construction and the paving equipment working simultaneously. Mr. Broz requested the appropriation of \$10,000 to complete the project.

Additional discussion included working with TXDOT to complete the paving project, hangar rental agreements, budget allocations for the various airport projects, and other airport related issues.

Motion was made to appropriate the \$10,000 in funds to complete the project, if completion is not funded by TXDOT.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Louie Potetz, Board Member
SECONDER:	Barbara Norwood, Board Member
AYES:	Mike McCarty, Louie Potetz, Robert Ward, Barbara Norwood
ABSENT:	Dennis Beasley, Leslie Herndon, David Arnold

3. LCDC Corporation Action 2012-19

Discuss and Consider Approving the Publication of a Notice of Intent to Undertake a Street Project.

Minutes Acceptance: Minutes of Oct 23, 2012 6:00 PM (Minutes Approval)

COMMENTS - Current Meeting:

Mr. Broz requested approval for publication of a Notice of Intent to undertake a project. Type B Corporation regulations require that advertisement must be published in the newspaper giving the public 60-days notice of the corporation's intent. This notice will relay that the LCDC intends to commence construction of a new street in an undeveloped area on the east side of the City, off of Hwy. 146 for the purpose of promoting new or expanded business enterprise in the City. This notice will also reflect the cost of the project will be funded with proceeds received from the issuance of approximately \$1,600,000 in principal amount of Sales Tax Revenue Bonds, which will be secured with revenues received by the Corporation from the one-half percent sales and use tax collected for the Corporation.

City Attorney Randy Gunter explained that this notice is not binding, but must be published in order for the project to proceed. Motion was made to approve publication of intent.

ATTACHMENTS:

- Notice of Intent Street Project Oct 2012 (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara Norwood, Board Member
SECONDER:	Robert Ward, Board Member
AYES:	Mike McCarty, Louie Potetz, Robert Ward, Barbara Norwood
ABSENT:	Dennis Beasley, Leslie Herndon, David Arnold

VI. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Board, the meeting was adjourned at 5:34 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Louie Potetz, Board Member
SECONDER:	Robert Ward, Board Member
AYES:	Mike McCarty, Louie Potetz, Robert Ward, Barbara Norwood
ABSENT:	Dennis Beasley, Leslie Herndon, David Arnold

Dennis Beasley, President

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Oct 23, 2012 6:00 PM (Minutes Approval)



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.1

Meeting: 01/15/13 06:00 PM

Department: Administration
Category: Street Extension

LCDC CORPORATION ACTION (ID # 2598)

DOC ID: 2598



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.2

Meeting: 01/15/13 06:00 PM

Department: Administration
Category: Street Extension

LCDC CORPORATION ACTION (ID # 2599)

DOC ID: 2599



2825 Wilcrest Dr., Suite 460
Houston, Texas 77042
Telephone: (832) 252-8100
E-Mail: tkuykendall@civilcorp.us

**Professional Services Agreement between the City of Liberty and
CivilCorp, LLC., to provide Final Design Engineering Services for
The New Road Extension Project (From Main Street to SH 146 By-Pass)**

OWNER: The City of Liberty, Texas, 1829 Sam Houston, Liberty, Texas 77575

PROFESSIONAL: CivilCorp, LLC, 2825 Wilcrest Dr., Suite 460, Houston, Texas 77042

PROJECT: Final Design Engineering and Construction Administration Services for the New Road Extension Project (Main Street to SH 146 By-Pass). The project will include all design services required for Phase 1. Phase 1 will include the pavement section and sanitary sewer lines from the SH 146 By-Pass to 2,300' west and waterlines to Lakeland Avenue. Phase II to be designed at a later date will include the section from 2,300' west of the SH 146 By-Pass to Jefferson Avenue and Jefferson Avenue from Lakeland Avenue to Main Street. Bidding and Construction Phase Services will be included for Phase 1.

OWNER'S REPRESENTATIVE: Gary Broz- City Manager, City of Liberty

ENGINEER'S AGREEMENT: ENGINEER shall provide professional engineering services for OWNER in all phases of the Project described below, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER'S AGREEMENT: OWNER agrees to pay for the services as set forth below.

SECTION I - BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary incidental engineering services

1.2 Preliminary Design Phase. ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER'S requirements for the Project and review available data.

1.2.2. Advise OWNER of the need to provide or obtain from others data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.

1.2.3. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications

1.2.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Cost.

1.2.5. Furnish one (1) copy of the above preliminary design documents and review them in person with OWNER'S REPRESENTATIVE

1.3 Final Design Phase. ENGINEER shall

1.3.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract final drawings (hereinafter called "Drawings") and Specifications to show the character and extent of the Project.

1.3.2. The design drawings and specifications will include, but not be limited to roadway, storm sewer, waterline, sanitary sewer line, lift station, illumination, electric service, signing and pavement markings, and storm water pollution prevention plans.

1.3.3. Furnish to OWNER'S REPRESENTATIVE assistance in the preparation of required documents so that OWNER may apply for approvals of governmental authorities having jurisdiction over the Project, and assistance in negotiations with appropriate authorities.

1.3.4. Advise OWNER'S REPRESENTATIVE of any adjustments to the revised opinion of probable Project Cost caused by changes in the Project and furnish a final opinion of probable Project Cost based on the final Drawings and Specifications.

1.3.5. Prepare documents to comprise the contract for construction of the Project (hereinafter the "Contract") for review and approval by OWNER'S REPRESENTATIVE, including agreement forms, general, special and supplementary conditions, bidding documents, and other related documents. ENGINEER shall use forms provided by OWNER where applicable.

1.3.5. Furnish one (1) copy of the above documents and review them in person with the OWNER'S REPRESENTATIVE.

SECTION 2

2.1 Bidding Phase. ENGINEER shall:

2.1.1. Assist OWNER in obtaining bids for a contract for construction of the Project.

2.1.2. Consult with OWNER'S REPRESENTATIVE as to the acceptability of subcontractors proposed by the prime contractor (hereinafter called "Contractor") when such acceptability is required by the bidding documents.

2.1.3. Consult with OWNER'S REPRESENTATIVE as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of the Contract is allowed by the bidding documents.

2.1.4. Assist OWNER'S REPRESENTATIVE in evaluating bids and in assembling and awarding the Contract.

2.2 Construction Phase. ENGINEER shall:

2.2.1. Consult with OWNER and act as its representative as provided in the Construction Contract; act on behalf of the OWNER to the extent provided in the Construction Contract except as otherwise provided herein.

2.2.2. Provide initial staking when necessary to allow Contractor to construct the Project. The ENGINEER shall set vertical and horizontal controls only.

2.2.3. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work and to determine if the work is proceeding in accordance with the plans and specifications. The frequency of such visits shall be as advised by the owner and of a duration sufficient to ensure that the contractor is building the project according to plans and specifications. Such visits to the site shall be carried on in the presence of the City Inspector. ENGINEER shall keep OWNER informed of the progress of the work, and shall endeavor to protect the OWNER against defects and deficiencies in the work. ENGINEER does not guarantee the performance of the Contractor and is not responsible for the actual supervision of construction operations or for safety measures that the Contractor takes or should take. ENGINEER shall inform OWNER'S REPRESENTATIVE of any work failing to conform to the Contract, and shall disapprove or reject any such work and require it to be corrected.

2.2.4. Review and approve or take other appropriate action regarding Shop Drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, for conformance with the design concept of the Project and compliance with the Contract; determine the acceptability of substitute materials and equipment proposed by Contractor; and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are provided by Contractor in accordance with the plans and specifications.

2.2.5. Assist owner issue instructions to Contractor; issue necessary interpretations and clarifications of the plans and specifications; prepare change orders as required; require special inspection or testing of the work; act as judge of the acceptability of the Contractor's work.

2.2.6. Based on ENGINEER'S on-site observations and on review of Contractor applications for payment, assist owner with determining the amounts owing to Contractor.

2.2.7. Conduct an inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been completed in accordance with the plans and specifications. If Contractor has fulfilled all of its obligations, ENGINEER shall recommend, in writing, final payment to Contractor and shall give written notice to OWNER

and the Contractor that the work is acceptable and meets plans and specifications as developed by the Engineer (subject to any conditions therein expressed).

2.2.8. Furnish two sets of reproducible as-built record prints of the Project to the OWNER'S REPRESENTATIVE upon project completion. At least one set shall be hard copy and one set shall be in a digital format as specified by the OWNER'S REPRESENTATIVE.

2.3 General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types; these will be paid for by the OWNER as indicated in Section 4:

2.3.1. Preparation of applications for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review of the effect on the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.3.2. Services to make detailed investigation of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER, except as necessary for the proper design and construction of the Project.

2.3.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

2.3.4. Providing renderings or models for OWNER'S use.

2.3.5. Providing engineering surveys required to properly design the Project.

2.3.6. Furnishing land surveys establishing boundaries and monuments, and related office computations and drafting.

2.3.7. Preparation of property or easement descriptions.

2.3.8. Preparation of any special reports required for marketing of bonds.

2.3.9. Furnishing soil borings and material testing. Preparation of soils report including pavement design.

2.3.10. Providing detailed mill, shop and/or laboratory inspection of materials or equipment.

2.3.11. Investigations involving detailed consideration of operation and maintenance expenses; the preparation of feasibility studies and appraisals; and assistance in obtaining financing for the Project.

2.3.12. Furnishing the services of special consultants for purposes other than the normal

engineering incidental to the Project, and providing data or services of the types described in paragraph 4.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of OWNER furnishing them. For the purposes of this contract, services of a special consultant will be allowed only when the need is confirmed by the OWNER'S REPRESENTATIVES.

2.3.13. Apply for permits from all governmental authorities having jurisdiction over the project and furnish such approvals and consents from others as may be necessary for completion of the project.

2.3.14. Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, and services resulting from the arranging for performance by persons other than the Contractor and administering OWNER'S contracts for such services.

2.3.15. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the change in services rendered; services after the award of the contract in evaluating substitutions proposed by the Contractor which require extensive revisions to Drawings and Specifications; and services resulting from significant delays, changes or price increases occurring as a result of material, equipment or energy shortages.

2.3.16. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.3.17. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) prolongation of the contract time of the Contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor.

2.3.18. Services after completion of the Construction Phase, such as inspections during any guarantee period called for in the Contract.

2.3.19. Serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project except as agreed to under Basic Services.

2.3.20. Providing a Limited Environmental Assessment consisting of a Phase I Site Assessment, Wetland Delineation, Threatened and Endangered Species Assessment, and Cultural Resources Record Review in compliance with the Texas Administrative Code and Texas Antiquities Code.

2.3.21. Providing Cultural Resources Surveys

2.3.22. Providing a United States Army Corp of Engineers Nationwide Permit (NWP)

2.4 Whenever the need for any Additional Services described herein results from any negligence, mistake, oversight or other fault on the part of ENGINEERS, the cost of these

services shall be deemed to be included in OWNER'S payments to ENGINEER for basic services. Any such Additional Services not performed by ENGINEER that would otherwise be paid separately by OWNER shall be paid for by ENGINEER.

SECTION 3 - OWNER'S RESPONSIBILITIES OWNER shall:

3.1. Provide full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2. Arrange for access to property owned or controlled by the City as required for ENGINEER to perform its services.

3.3. Examine studies, reports, Drawings, Specifications, and other documents presented by ENGINEER; provided, that approval of any such documents by OWNER or by OWNER'S REPRESENTATIVE shall not release ENGINEER from responsibility and liability for any negligence, mistake, inaccuracy, or other flaw in such documents, and shall not be deemed an assumption by OWNER or OWNER'S REPRESENTATIVE of any responsibility or liability.

3.4. Provide such auditing service as OWNER may require to ascertain how Contractor has used the monies paid to it under the Contract.

3.5. Give prompt notice to ENGINEER whenever OWNER'S REPRESENTATIVE observes any development that affects the ENGINEER'S services, including defects in the work of Contractor.

3.6. Furnish copies of finalized plans and specifications for use during bidding and construction.

SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services and Expenses of ENGINEER.

4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered (Preliminary and Final Design) under Section 1, a total fee of **\$ 140,000.**

4.1.2. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

4.1.2.1. General. Payment for Additional Services of Engineer rendered under this contract and or referenced under paragraph 2.3.1. through 2.3.22. inclusive shall be paid for at the following rate when supported by invoices.

Standard Hourly Rate for Additional Services

Project Manager	\$ 160.00
Prof. Engineer	\$ 130.00
EIT	\$ 85.00
Registered Surveyor	\$ 120.00
CADD Operator	\$ 75.00
Technician	\$ 75.00
Clerical	\$ 50.00
Field Crew - 2 man	\$ 120.00
3 man	\$ 130.00

Actual cost of materials required for the job and expenses shall be charged at cost.

Overnight Expense/man — Actual Expenses \$

4.1.3. For Additional Expenses

Bidding (Section 2.1)	\$ 5,000.00
Construction (Section 2.2)	\$ 24,000.00
Engineering Surveys (Section 2.3.5)	\$ 20,000.00
Geotechnical Report (Section 2.3.9)	\$ 7,300.00
Limited Environmental Assessment (Section 2.3.20)	\$ 22,600.00

4.1.4. All other additional expenses: actual cost to ENGINEER based on rates referenced above or as previously agreed upon in writing.

Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

4.2. Times of Payments

4.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

4.2.2. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

PERCENTAGE OF ENGINEER'S FEE FOR BASIC SERVICES

PHASE	AMOUNT
Preliminary Design (% of Project complete up to 30%)	\$ 40,000.00
Final Design (% of Project complete up to 100%)	\$ 100,000.00

Total (100%)	\$ 140,000.00
Total compensation for Basic Services shall be	\$ 140,000.00
ADDITIONAL SERVICES:	
Bidding (Section 2.1)	\$ 5,000.00
Construction (Section 2.2)	\$ 24,000.00
Engineering Surveys (Section 2.3.5)	\$ 20,000.00
Geotechnical Report (Section 2.3.9)	\$ 7,300.00
Limited Environmental Assessment (Section 2.3.20)	\$ 22,600.00
Total Contract amount shall be	<u>\$ 218,900.00</u>

4.3. Other Provisions Concerning Payments.

4.3.1. OWNER agrees to pay a charge of one-half of one percent ($\frac{1}{2}\%$) per month on all invoiced amounts not paid within thirty (30) days of the date of the invoice, calculated from the date of the invoice. In addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services and expenses.

4.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Salary Costs times a factor of 1.5 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all requested Additional Services and Reimbursable Expenses.

4.4. Definitions.

4.4.1. Salary Costs shall mean salaries and wages paid to all personnel engaged directly on the Project, and more clearly referenced in Section 4.1.2.1.

SECTION 5 – CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

The construction cost of the Project means the total cost of the Project to OWNER, but it does not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, nor does it include OWNER'S legal, accounting, insurance counseling or auditing services, or laboratory of testing services, or interest and financing charges incurred in connection with the Project. Construction Cost is one of the items comprising Project Cost which is defined in paragraph 1.2.4.

5.2. Opinions of Cost.

5.2.1. ENGINEER'S opinions of probable Project Cost and Construction Cost represent its best judgment as a professional engineering firm, familiar with the construction industry; but ENGINEER does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from its opinions of probable cost.

5.2.2. If a Construction Cost limit is established between OWNER and ENGINEER, the following will apply:

5.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit.

5.2.2.2. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

5.2.2.3. If the OWNER does not solicit bids for the Project within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which bids are sought.

5.2.2.4. If the lowest bona fide bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or character. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents one time as necessary to bring the Construction Cost within the cost limit; subsequent modifications by the ENGINEER shall be paid for as Additional Services.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination.

OWNER or ENGINEER may terminate the Agreement upon 10 days written notice to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. ENGINEER shall invoice OWNER for all services completed and shall be compensated in accordance with terms of the Agreement for all services performed by ENGINEER prior to the date specified in such notice.

6.2. Ownership of Documents.

All documents including drawings and specifications prepared by ENGINEER are designed specifically for the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by

Owner without written approval by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability to ENGINEER. Upon acceptance or approval by OWNER, documents and reports prepared and assembled by ENGINEER under this Agreement shall become the sole property of the OWNER and shall be delivered to OWNER without restriction on future use. ENGINEER may make copies of any and all documents for its files.

6.3. Controlling Law.

This Agreement is performable and is to be governed by the law applicable in Calhoun County, Texas. Venue for any action arising under this Agreement shall be in Calhoun County, Texas.

6.4. Successors and Assigns.

6.4.1. Successors, executors, administrators, assigns and legal representatives in respect to all covenants, agreements and obligations of this Agreement.

6.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates and subcontractors to assist it in the performance of services hereunder.

6.4.3. Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

6.5. Independent Contractor.

In performing services under this Agreement, the relationship between OWNER and ENGINEER is that of independent contractor, and OWNER and ENGINEER by the execution of this Agreement do not change the independent status of ENGINEER. No term or provision of this Agreement or act of ENGINEER in the performance of this Agreement shall be construed as making ENGINEER the agent, servant, or employee of OWNER.

6.6. Indemnity and Insurance.

ENGINEER agrees to defend, indemnify, and hold OWNER whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of, or be occasioned by any act or omission, including negligence, of ENGINEER or any officer, agent, servant, employee, or associate of ENGINEER in the execution or performance of this agreement. In additions, the duty to indemnify provided by the previous sentence shall indemnify OWNER against damages caused by acts or omissions, including negligence, of OWNER or OWNER'S officers, agents, or employees, but shall not apply to the negligence of OWNER or its agents or employees if the damage arises from (1) personal injury, (2) death, (3) property injury, or (4) any other expenses that arise from the

personal injury, death, or property injury.

ENGINEER further agrees to indemnify OWNER against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of ENGINEER or as a result of the entry of any of ENGINEER'S officers, agents, employees, associates or subcontractors onto the property of OWNER. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions, including negligence, of OWNER if the damage arises from (1) personal injury, (2) death, (3) property injury or (4) any other expense that arises from the personal injury, death, or property injury.

During the term of this project and one year following its completion, ENGINEER shall maintain errors and omissions insurance in the amount of at least \$500,000 per occurrence and \$500,000 aggregate, and shall provide a copy of the insurance certificate to the OWNER'S REPRESENTATIVE. The insurance certificate shall require the insurer to provide the OWNER with at least 30 days notice of cancellation or change in coverage.

This Agreement, together with referenced attachments, constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the _____ day of _____, _____.

OWNER:

PROFESSIONAL:

EXECUTED, this the _____ day of _____, 2012.

OWNER:

City of Liberty, Texas

PROFESSIONAL:

CivilCorp, LLC

Gary Broz
City Manager

Thomas C. Kuykendall, Jr.
Vice President CivilCorp, LLC

ATTEST:

ATTEST:

Dianne Tidwell
City Secretary

FORM APPROVED:

City Attorney



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.3

Meeting: 01/15/13 06:00 PM

Department: Administration
Category: Street Extension

LCDC CORPORATION ACTION (ID # 2600)

DOC ID: 2600



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.4

Meeting: 01/15/13 06:00 PM

Department: Administration
Category: LCDC Projects

LCDC CORPORATION ACTION (ID # 2601)

DOC ID: 2601



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.5

Meeting: 01/15/13 06:00 PM

Department: Administration
Category: LCDC Budget Matters

LCDC RESOLUTION (ID # 2602)

DOC ID: 2602 A

A RESOLUTION OF THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION OF LIBERTY, TEXAS, AUTHORIZING AN AMENDMENT TO THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013.

WHEREAS, the Liberty Community Development Corporation was formed for the purpose of implementing certain flood prevention and drainage improvements, and related capital improvement projects; and,

WHEREAS, it is necessary for the Corporation to have at its disposal financial resources sufficient to fund these projects; and,

WHEREAS, additional funds are needed for asbestos removal, demolition and monitoring of a structure on Liberty Municipal Airport property, and hangar apron construction at the Liberty Municipal Airport, all within the City of Liberty; and

WHEREAS, state statutes require that said financial resources be provided for through a budget;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION:

That the Corporation Budget for Fiscal Year 2012-2013 be hereby amended to include additional expenditures in the amount of \$28,500.00, for total expenses of \$163,500.00.

PASSED AND APPROVED THIS 15th DAY OF JANUARY, 2013.

Dennis Beasley
President

ATTEST:

Dianne Tidwell
Corporation Secretary



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.C.1

Meeting: 01/15/13 06:00 PM

Department: Administration
Category: Miscellaneous Issues

LCDC CORPORATION ACTION (ID # 2603)

DOC ID: 2603