AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

12/5/2016

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

****

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

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Please silence or turn off all electronic devices in the Council Chambers.

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

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

D. PRESENTATIONS

1. 2016 Outstanding Citizenship Award Presentation (individual and group categories)
2. Certificate of Achievement to UIL 6A State Champions Flower Mound High School Marching Band
3. Update from L.I.S.D. Liaison Joanna Crowell-Dreiling on district news.

E. PUBLIC PARTICIPATION

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance click here.

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.

3. Update and discussion on new town hall and library expansion.
4. Update and discussion on the townwide pavement analysis.

H. FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

1. Discuss and consider having a future agenda item to change the 'Parks, Arts, and Library Services' to the 'Parks Board'.

I. COORDINATION OF CALENDARS

1. The next Town Council meeting is a work session scheduled for December 15, 2016.

J. CONSENT AGENDA - Consent Items

This agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from the Consent Agenda by any Councilmember by making such request prior to a motion and vote on the Consent Agenda.

1. **Minutes 11/17** - Consider approval of the minutes from a Joint Town Council/Transportation Commission work session held on November 17, 2016.
2. **Minutes 11/21** - Consider approval of the minutes from a regular meeting of the Town Council held on November 21, 2016.
3. **Air monitoring** - Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of $139,800; and authorization for the Mayor to execute same on behalf of the Town.
4. **Signal project FM1171** - Consider approval of Change Order No. 1 and final acceptance of the FM 1171 at Kirkpatrick – Reconstruction and FM 1171 at Timber Creek – Reconstruction signal projects amending the contract with Roadway Solutions, Inc., for an increase of $26,107.30; authorization for final payment to Roadway Solutions, Inc., in the amount of $56,141.44; and authorization for the Mayor to execute same on behalf of the Town.
5. **ADA sidewalk projects** - Consider approval of the award of the Sidewalk Links and ADA Improvements projects, Annual Contract Bid No. 2017-6 to VA Construction Inc., and Apex Concrete Construction Inc., to establish an annual unit bid price contract for the installation of sidewalk and ADA improvements for a first-year estimated amount of $416,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.
6. **CAPER resolution** - Consider approval of a resolution authorizing the adoption of the Program Year 2015 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

7. **Bakersfield pedestrian bridge** - Consider approval of final acceptance and Change Order No. 1, for the Bakersfield Park Pedestrian Bridge project, and authorization for final payment to Humphry and Morton Construction Company, Inc., in the amount of $24,140.97; and authorization for the Mayor to execute same on behalf of the Town.

8 **Pavement marking** - Consider approval of the purchase of pavement marking services, in the estimated annual amount of $150,000.00, from Stripe-A-Zone, through a City of Grand Prairie contract.

9. **Animal Services mobile computers** - Consider approval of the purchase of mobile computers and related software for the implementation of an Incident Based Reporting System for Animal Services.

10. **Dallas water contract** - Consider and approve a new contract with the City of Dallas for wholesale treated water, describing the terms and conditions relating to the purchase and delivery of potable water to the existing Pintail Pump Station.

11. **Water and wastewater projects** - Consider approval of a Professional Services Agreement for the 2016 Water and Wastewater Model Update projects, with Kimley-Horn and Associates, Inc., for $21,500.00; and authorization for the Mayor to execute same on behalf of the Town.

12. **Street name change** - Consider approval of an ordinance for MISC16-0003 street name change for Lake Ridge Drive to Lake Ridge Road. *(The Transportation Commission recommended changing of this street name change by a vote of 6 to 0 at its October 11, 2016, meeting.)*

K. REGULAR ITEM

13. **Bruton Orand storage tank** - Consider approval of the award of Bid No. 2017-7 to Utility Service Company, Inc., for the Bruton Orand Elevated Storage Tank Rehabilitation project, in the amount of $1,185,450.00; and authorization for the Mayor to execute same on behalf of the Town.

L. BOARDS/COMMISSIONS *(Bold text represents boards with vacancies)*

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Commission, **Environmental Conservation Commission**, Parks, Arts and Library Services Board, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and the **Transportation Commission**.

M. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, as follows:

a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.

b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.

d. Consultation with Attorney as follows:

1. Discuss and consider the proposed settlement agreement in Cause Number 2012-40480-362, Larissa Lanette Williams a/n/f A.W., a Minor Child v. Town of Flower Mound, and authorizing the Town Manager to execute the proposed settlement agreement.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

N. RECONVENE TO REGULAR MEETING

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: December 2, 2016, at 1:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

_____
Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.

TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: December 5, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a Joint Town Council/Transportation Commission work session held on November 17, 2016.

BACKGROUND INFORMATION: The Town Council held a Joint Town Council/Transportation Commission work session held on November 17, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a Joint Town Council/Transportation Commission work session held on November 17, 2016.

The information contained in this document is unofficial until such time as the minutes are approved by the Town Council.

THE JOINT FLOWER MOUND TOWN COUNCIL AND TRANSPORTATION COMMISSION WORK SESSION HELD ON THE 17th DAY OF NOVEMBER, 2016, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

The Town Council met in a work session with the following members present:

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

constituting a quorum with the following members absent:

Bryan Webb	Deputy Mayor Pro Tem

And the following members of the Transportation Commission present:

Thomas Walker	Chair
Chris Reed	Vice Chair
Robert Gunter	Place 1
Robert Caput	Place 2
Brian Smiley	Place 4
Donald Gilmore	Place 5
Louis Wei	Place 8, Alternate
Andy Allen	Place 9, Alternate

constituting a quorum with the following members absent:

Ron Hogue	Place 2

And the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Ken Parr	Executive Director of Public Works
Matt Hoteling	Traffic Engineer

A. CALL WORK SESSION TO ORDER

Mayor Pro Tem Bryant called the work session to order at 6:00 p.m.

DRAFT

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B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Councilmember Jason Webb gave the invocation and Mayor Pro Tem Bryant led the pledges.

D. WORK SESSION ITEM

Mr. Dalton provided an overview of the two agenda items and noted they are based on Council direction as a result of the strategic planning session held in July.

Mr. Stathatos provided additional background information relative to transportation concerns in the area.

Administrative note: The following items were heard in reverse order.

1. Presentation and discussion regarding public transportation options by the Denton County Transportation Authority (DCTA) and other public transit considerations.

Mayor Hayden asked for DCTA to provide a report regarding transportation activities for the area, as well as their long term plans.

Representing DCTA: Jim Cline, President, and Kristina Brevard, VP of Planning and Development

Mr. Cline gave a presentation identifying or noting:

- On-demand service approach
- Innovative services
- Basic needs assessment opportunity

Mr. Cline, Ms. Brevard, Mr. Stathatos or Ms. Wallace responded to questions from Council and Transportation Commission members as follows:

- Concerns regarding the rail line being there but not convenient due to the many connections the user has to take
- What does Highland Village pay to be part of DCTA, and the associated mechanics of it, including qualifying users
- What is the per trip cost they have in using Uber drivers
- What is the trip charge the Town is paying with SPAN
- Would there be any liability for the Town with the DCTA and Uber Initiative
- What are the numbers for NCTC ridership
- Is there anywhere in Texas where mass transit is working to reduce road traffic
- Comparison information as it relates to other mass transportation organizations

DRAFT

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There was Council and Transportation Commission discussion regarding:

- The lack of connection points between transportation options relative to mass transit
- How the creation of lanes reduces the interest in mass transit
- Interest in mass transit connectivity to the airport
- Transportation management association option
- With the population growing in the Dallas area, if improved rail transportation could be a viable option
- How it's important to provide transportation to those with special needs (i.e. elderly and disabled)

2. Discuss transportation issues facing Flower Mound and the region.

Mayor Hayden asked TxDOT representatives to provide a report regarding transportation activities for the area, as well as their long term plans.

Brian Barth and Barry Heard with TxDOT, and John Polster, Innovative Transportation Solutions, Inc. provided an update on the following transportation projects:

- 121 and 635 interchange
- Southbound ramp to eastbound 114
- 35W in Tarrant County

Mr. Barth, Mr. Polster, Mr. Parr, Mr. Hotelling, or Mr. Stathatos responded to questions from Council or the Transportation Commission as follows:

- Clarification of the scope of work for the 121 and 635 interchange
- What is planned for the bottleneck area near the flyover, including timing
- Why is there a traffic signal at Gerault and 2499 when the flyover exist taking traffic south
- What are the long range plans in terms of mobility for our area
- What is the timing for completion on 35E and 35W due to the associated impact in Flower Mound with people traveling FM 2499 in the interim
- Funding and how municipalities and states work together
- What is the traffic count on the southern part of Flower Mound
- What can FM 2499 reasonable handle in the way of traffic count now
- Is there an opportunity to increase traffic over or below the dam
- What is causing the frequent flood events on FM 2499 and what is being done to resolve the situation
- Would Lakeside and Freeport Parkway be an opportunity for expansion
- What are future expansion plans for Hwy 377
- What are future expansion plans for FM 2181
- Is the bulk of the setbacks on roadway improvement projects due to lack of funding
- Is there going to be mass transit from I35W to Denton, and rail for east and west to connect the two

DRAFT

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- Is stacking of lanes on FM 2499 really something that has been talked about
- When are the improvements planned for FM 407 and FM 2499 (right turn lanes)
- What does it cost for a Master Transportation Plan update

Members of Council expressed appreciation for the completion of FM 1171.

Mayor Pro Tem Bryant summarized the projects that TxDOT is working on that will benefit the Town the most in the way of an immediate relief.

There was Council and Transportation discussion on the topic of Flower Mound roadways as follows:

- What is the history for the Transportation Commission approval related to removal of the stop signs at Windridge and Crestridge and why are they still there
- How does the Town establish traffic signal timing, particularly going east and west
- A request for an update on the Morriss Road expansion project, including funding sources
- Service level ratings and if there are things the Town should be doing to prioritize projects to improve those ratings, and the following projects were discussed as options
    - Right turn lane at FM 2499 and 1171
    - FM 407 and FM 2499 – a 2nd westbound left turn lane
- If extending Garden Ridge to FM 2499 is practical
- If connecting Lakeside Parkway to Hwy 121 was a good option
- If expanding Duncan or Spinks is a good option
- Did staff track where people went when the roads were closed due to flooding last year
- What is the status of the Kirkpatrick connection
- The need to improve Waketon Rd
- The addition of a signal at FM 2499 and College Parkway
- When was the last time the Town did an update on the Master Thoroughfare Plan
- The possibility of reevaluating and prioritizing road improvement projects with the thoroughfare plan, and what other issues would need to be rescheduled to accommodate the mobility issues discussion
- What is the connection between Council, P & Z, and the Transportation Commission to make sure everyone has the right mindset to make better decisions for everything to work
- Hwy. 377 future expansion plans

Mayor Hayden asked the Transportation Commission to provide feedback on projects they would like Council to consider, and Chair Walker summarized the following projects:

- Multiple stop signs on Dixon that decreases the flow
- Congestion on 2499 near Grapevine Mills, as well as the flooding in that area
- Sidewalks
- What can be done in the way of some form of mass transit (particularly east to west rather than north to south)
- The need for additional east and west options

Mr. Dalton summarized that the overall direction from Council, with input from the Transportation Commission members is as follows:

- Proceed with the NCTCOG basic needs assessment
- Evaluate some road projects and come up with preliminary estimates:
  - Turn lanes at FM 2499 at FM 407; 3040 and 2499
  - Study Lakeside, Spinks, and Garden Ridge connectivity to improve the flow toward Hwy. 121
- Have a work session in March to discuss the Master Thoroughfare Plan
- Acceptable to moving the overhead utility discussion to a future date to allow for the transportation study review and discussion in March

There was some discussion relative to what the ultimate goal is relative to traffic movement in Flower Mound, which would include qualified capability statements and intent, followed by an implementation plan and the associated financing.

E. ADJOURN WORK SESSION

Mayor Hayden adjourned the work session at 9:18 p.m. on Thursday, November 17, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____
THOMAS E. HAYDEN, MAYOR

ATTEST:

_____
THERESA SCOTT, TOWN SECRETARY

DRAFT

TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: December 5, 2016

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of the minutes from a regular meeting of the Town Council held on November 21, 2016.**

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 21, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on November 21, 2016.

The information contained in this document is unofficial until such time as the minutes are approved by the Town Council.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 21ST DAY OF NOVEMBER 2016, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Meeting Video link: flowermoundtx.swagit.com/play/11212016-928 (subject to change)

The Town Council met in a regular meeting with the following members present:

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Ken Parr	Executive Director of Public Works
Alora Wachholz	Economic Development Manager
Chuck Russell	Planning Manager
Wess Griffin	Police Department, Captain
Matthew Woods	Director of Environmental Health Services
Andy Kancel	Chief of Police

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:00 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Mike Liles gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Check presentation from Denton County Sheriff Will Travis.

   Sheriff Travis presented the Town of Flower Mound Police Department with a check in the amount of $35,000, and Chief Kancel reported on how the funds will be used.

2. Presentation of Certificate of Recognition from Senator Jane Nelson in honor of Police Chief Andy Kancel receiving the 2016 Best of Denton County Award.

   Mayor Hayden presented Chief Kancel with a Certificate of Recognition from Senator Nelson.

DRAFT

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3. Small Business Saturday (November 26, 2016) Proclamation.

   Ms. Wachholz accepted the Small Business Saturday Proclamation and encouraged Flower Mound residents to shop small and local on that day.

E. PUBLIC PARTICIPATION

Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.

	Speaker names and address	Subject *(as written on the form)*
1.	Mary Kay Walker, 3229 Oak Meadow Dr	Small Business Saturday and the hospital gift shop
2.	Margo Brooks, Small business owner (Salon inside Rosewood Assisted Living and American Red Cross volunteer); and three representatives from the Flower Mound Lady Jags softball team	Blood drive announcement
3.	David Rhodes, 10917 Autumn Leaf Court	Item G8 (Canyon Falls PSA)
4.	Paul Stone, 709 Lake Bluff Dr	Thanks and election results

F. ANNOUNCEMENTS

Councilmember Gelbman reported on the recent tragic events involving police officers.

Deputy Mayor Pro Tem Bryan Webb offered comments related to the Charter propositions and subsequent election results.

Mayor Pro Tem Bryant announced that the Town Christmas parade will be on December 10th and expressed well wishes to everyone for a Happy Thanksgiving.

Councilmember McDaniel had the following announcements:

- reported on an unfortunate incident in Tennessee involving a school bus crash
- UIL Gold Ceremony for Flower Mound High School on November 29th at 7pm
- Update on Argyle school priority day event he recently attended

Councilmember Jason Webb noted there is a lot to be thankful for and encouraged everyone to focus on the greater things in the community, despite differences in viewpoints.

Mayor Hayden also encouraged everyone to find something they are thankful for.

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.

DRAFT

Mr. Stathatos provided an update on the following CIP projects:

- 2499 roadway and drainage improvements
- Forest Vista

2. Update and discussion on Economic Development projects.

   Mr. Stathatos provided an update on the following ED projects:

   - Site plan for Midwestern State University was approved by P & Z (85,000 sq. ft building)

3. Update and discussion on town hall and library expansion.

   Mr. Stathatos provided an update on town hall and the library noting:

   - The plans are moving forward
   - The building is 42,0000 square feet
   - The construction manager at risk selection process is underway

   and he responded to questions from Council as follows:

   - Timing for construction of the new Town Hall
   - What is the schedule for the library

4. Update and discussion on senior housing.

   Mr. Stathatos provided an update on recruitment efforts associated with senior housing, including the requirements related to overall development size, amount of units, number of stories, parking, and deed restrictions.

   There was Council discussion regarding:

   - A Town initiated Master Plan Amendment (MPA) versus allowing the free market to dictate the MPA
   - How it's better to have a project in place prior to putting zoning on a property
   - The economic value associated with offering entitlements
   - The option to postpone various requirements until zoning was obtained

   Mr. Stathatos responded to questions from Council related to timing and next steps.

H. FUTURE AGENDA ITEMS

1. Councilmember McDaniel requested a future agenda item to get more information on the Morriss Road improvement/expansion project, including history, funding, and if there is a path forward. There was consensus by three members of Council to have a future agenda item for this purpose, and for the discussion to take place prior to the March work session.

   Mayor Hayden requested that the widening of Lakeside also be discussed at this same time.

   Mayor Hayden asked members of Council and staff to bring forward any items that are important to the Town so that local legislators can be made aware of those issues as they prepare for the upcoming legislative session. Deputy Mayor Pro Tem Bryan

DRAFT

Webb summarized the outcome of the legislative strategy session held a few months ago in Flower Mound with some neighboring cities.

I. COORDINATION OF CALENDARS

1. Mayor Hayden announced that the next regular scheduled meeting is December 5th. Ms. Scott announced that the March work session is scheduled for March 23 instead of March16th given that is LISD spring break week.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on November 7, 2016.

   RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on November 7, 2016.

2. Consider approval of the award of RFP No. 2017-3 for Employee Basic Life Insurance, Employee Long Term Disability Insurance, Employee and Dependent Optional Life Insurance, and Employee & Dependent Optional Accidental Death and Dismemberment Insurance to CIGNA Group Insurance, in the estimated annual amount of $89,773 totaling $269,319, for the initial three-year contract term; and authorization for the Mayor to execute same on behalf of the Town.

   RECOMMENDATION: Move to approve the award of RFP No. 2017-3 for Employee Basic Life Insurance, Employee Long Term Disability Insurance, Employee and Dependent Optional Life Insurance, and Employee & Dependent Optional Accidental Death and Dismemberment Insurance to CIGNA Group Insurance, in the estimated annual amount of $89,773 totaling $269,319, for the initial three-year contract term; and authorization for the Mayor to execute same on behalf of the Town.

3. Consider approval of the award of RFP No. 2017-2 for Administrative Services Only (ASO) for Medical, Dental, Vision, Preferred Provider Organization (PPO) Network Services, and Pharmacy Network Services to Blue Cross Blue Shield of Texas in the estimated annual amount of $234,865 totaling $704,595 for the initial three-year contract term; and authorization for the Mayor to execute same on behalf of the Town.

   RECOMMENDATION: Move to approve the award of RFP No. 2017-2 for Administrative Services Only (ASO) for Medical, Dental, Vision, Preferred Provider Organization (PPO) Network Services, and Pharmacy Network Services to Blue Cross Blue Shield of Texas in the estimated annual amount of $234,865 totaling $704,595 for the initial three-year contract term; and authorization for the Mayor to execute same on behalf of the Town.

4. Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.

DRAFT

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RECOMMENDATION: Move to approve the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.

5. Consider approval of an Interlocal Agreement with Lewisville Independent School District for Construction and Maintenance of Hike and Bike Trail on School Property behind Forest Vista Elementary School; and authorization for the Mayor to execute same on behalf of the Town.

   RECOMMENDATION: Move to approve an Interlocal Agreement with Lewisville Independent School District for Construction and Maintenance of Hike and Bike Trail on School Property behind Forest Vista Elementary School; and authorization for the Mayor to execute same on behalf of the Town.

6. Consider approval of a Professional Services Agreement for design phase services for the Waketon Road project, with Halff Associates, Inc., for $243,225.00; and authorization for the Mayor to execute same on behalf of the Town.

   RECOMMENDATION: Move to approve a Professional Services Agreement for design phase services for the Waketon Road project, with Halff Associates, Inc., for $243,225.00; and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of final acceptance of the Heritage Park of Flower Mound Phase II project, for Northstar Construction LLC., and authorization for final payment to Northstar Construction, in the amount of $73,434.44.

   RECOMMENDATION: Move to approve the final acceptance of the Heritage Park of Flower Mound Phase II project, for Northstar Construction LLC., and authorization for final payment to Northstar Construction, in the amount of $73,434.44.

8. Consider approval of the Professional Services Agreement with Urban Engineers Group, Inc., to provide professional engineering services, for the Rippy Road Water Line Improvements project, for an amount not to exceed $78,300.00; and authorization for the Mayor to execute same on behalf of the Town.

   RECOMMENDATION: Move to approve the Professional Services Agreement with Urban Engineers Group, Inc., to provide professional engineering services, for the Rippy Road Water Line Improvements project, for an amount not to exceed $78,300.00; and authorization for the Mayor to execute same on behalf of the Town.

9. Item 9 was moved from consent to regular items.

DRAFT

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10. Consider adoption of the Town Council Strategic Plan for Fiscal Year 2016-2017.

    RECOMMENDATION: Move to approve the Town Council Strategic Plan for Fiscal Year 2016-2017.

11. Item 11 was moved from consent to regular items.

12. Item 12 was moved from consent to regular items.

Deputy Mayor Pro Tem Bryan Webb moved to approve by consent Items 1 – 8, and 10. Mayor Pro Tem Bryant seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION: *Motion passed*
AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB
NAYS: NONE

K. REGULAR ITEMS

9. Consider approval of a Professional Services Agreement with MESA Design Consultants, Inc., to provide design services associated with Canyon Falls Park, in the amount of $44,000.00; and authorization for the Mayor to execute same on behalf of the Town.

   Staff Presentation

   Ms. Wallace gave a presentation identifying or noting:

   - Purpose of the PSA

   and she responded to questions from Council as follows:

   - Is the park considered a neighborhood or community park, and what is the difference between the two
   - How have the Canyon Falls residents been made aware of the public meetings

   Council Discussion

   There was Council discussion as follows:

   - How the citizens of Canyon Falls will have an opportunity to be heard as to how the park will be used

Councilmember McDaniel moved to approve a Professional Services Agreement with MESA Design Consultants, Inc., to provide design services associated with Canyon Falls Park, in the amount of $44,000.00; and authorization for the Mayor to execute same on behalf of the Town. Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION: *Motion passed*
AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN
NAYS: NONE

DRAFT

The information contained in this document is unofficial until such time as the minutes are approved by the Town Council.

11. Consider approval of an ordinance canvassing and declaring the results of a special election held November 8, 2016, for charter amendments.

    Mayor Hayden announced that the election report just came in from Denton County and upon reviewing the report noted that there was a 68% voter turnout.

Deputy Mayor Pro Tem Bryan Webb moved to approve an ordinance canvassing and declaring the results of a special election held November 8, 2016, for charter amendments. Councilmember McDaniel seconded the motion.

ORDINANCE NO. 64-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A SPECIAL ELECTION HELD NOVEMBER 8, 2016, FOR THE PURPOSE OF AMENDING THE HOME RULE CHARTER OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION: *Motion passed*
AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB
NAYS: NONE

12. Review amendments to Chapter 6, "Animals," Article VI, "Wild or Exotic Animals," Section 6-203, "Exceptions to General Prohibition," of the Code of Ordinances, Town of Flower Mound, Texas.

    Staff Presentation

    Captain Griffin responded to questions from Council as follows:
    - What is the purpose of the ordinance
    - What is the Town's current practice relative to non-indigenous venomous snakes
    - How will the Town inventory the animals

Mayor Pro Tem Bryant moved to approve the amendments to Chapter 6, "Animals," Article VI, "Wild or Exotic Animals," Section 6-203, "Exceptions to General Prohibition," of the Code of Ordinances, Town of Flower Mound, Texas. Councilmember Gelbman seconded the motion.

VOTE ON MOTION: *Motion passed*
AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN
NAYS: NONE

ORDINANCE NO. 59-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS BY AMENDING CHAPTER 6, "ANIMALS," ARTICLE VI, "EXCEPTIONS TO GENERAL PROHIBITION," AND "PERMITS," PROVIDING REGULATIONS RELATED TO THE POSSESSION OF CERTAIN ANIMALS; PROVIDING FOR THE INSPECTION, SEARCH, AND SEIZURE OF WILD OR EXOTIC

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ANIMALS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

13. Public Hearing to consider a request for rezoning (ZPD16-0008 - Prairie Plaza) from Agricultural District (A) uses to Planned Development District No. 150 (PD-150) with Office District (O) uses, with an exception to Section 90-423, "Underground utilities," of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and west of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its November 14, 2016, meeting.)*

Staff Presentation

Mr. Russell gave a presentation identifying or noting:

- General location
- Detailed location
- Land use and zoning
- Photos of the site, including the overhead utility pole
- Concept and landscape plan
- Conceptual elevations
- Building materials
- Property notices were sent and no correspondence was received

and he responded to questions from Council as follows:

- If electric power can still be brought to the development without the utility pole located in the front of the property
- Why is the applicant asking for the underground utility waiver if the pole is going away
- Is the house the only property connected to the utility pole
- Clarification that the property will not have an additional entry point on to FM 2499 and they will share existing entry and exit points with the existing adjacent property

Mayor Hayden opened the Public Hearing at 7:31 p.m. No one spoke in support or opposition. Mayor Hayden closed the Public Hearing at 7:31 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve a request for rezoning (ZPD16-0008 - Prairie Plaza) from Agricultural District (A) to Planned Development District No. 150 (PD-150) for Office District (O) uses, with an exception to Section 90-423, "Underground utilities," of the Code of Ordinances, and adopt an ordinance providing for said amendment. Councilmember Gelbman seconded the motion.

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ORDINANCE NO. 60-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 5.0 ACRES OF LAND, BEING ALL OF LOT 10 OF THE JOHN G. YOUNG SUBDIVISION, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 150 (PD-150) WITH OFFICE DISTRICT (O) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION: *Motion passed*
AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN
NAYS: NONE

14. Public Hearing to consider a request for a Master Plan Amendment (MPA16-0013 - Land Use Definitions) to amend Section 1, Land Use Plan, by modifying the Medium Density and High Density definitions, and by creating two new residential land use categories, "Medium High Density" and "High Density Single-Family Detached", and to consider adopting an ordinance providing for said amendment. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its November 14, 2016, meeting.)*

Staff Presentation

Mr. Dalton gave a presentation identifying or noting:

- Background information and the reason for the proposed changes
- Land use and current text
- Proposed amendments

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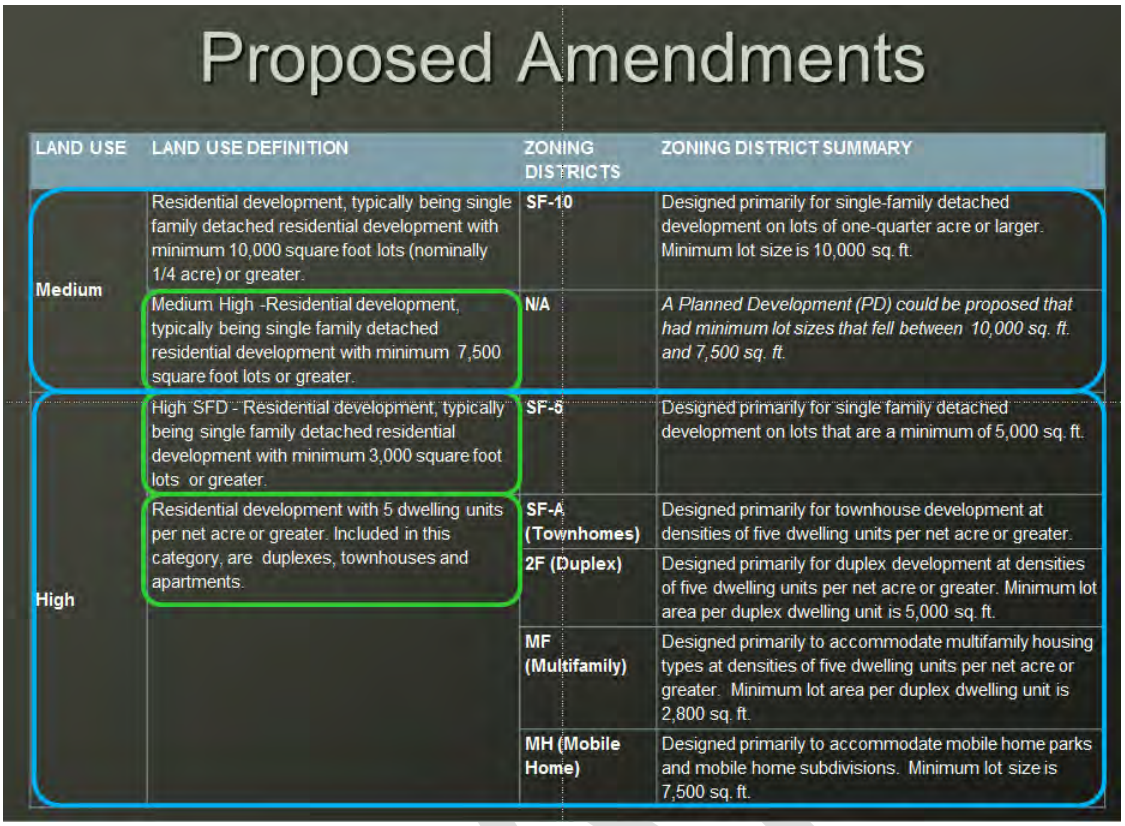

- Review of the Town's medium density land use layer (developed and undeveloped areas)

and he responded to questions from individuals who spoke during the public hearing or from Council as follows:

- A request to put the proposed amendments presentation on the Town's website
- On the zoning districts for the medium high residential, why wasn't 7.5 plugged in
- If a Master Plan Amendment would be required

Council Discussion

There was Council discussion as follows:

- How the issue related to density definitions goes back years
- Whether or not a new zoning district should be created
- How the proposed amendments create clarity and reduces angst by the citizens

Mayor Hayden opened the Public Hearing at 7:45 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Jim Engel, 5110 Bayberry St	None.	None.
Paul Stone, 709 Lake Bluff Dr		
Reginald Rembert, 3625 Bonanza Ln		

Mayor Hayden closed the Public Hearing at 7:50 p.m.

Council Discussion

There was Council discussion regarding:

- The positive factors associated with the proposed amendments
- Net dwellings per acre would have been a suitable option in the land use definition
- How Council has been discussing the issue for many months, and it was discussed in detail at the planning retreat this past July

Councilmember McDaniel moved to approve a request for a Master Plan Amendment (MPA16-0013 – Land Use Definitions) to amend Section 1, Land Use Plan, by modifying the Medium Density and High Density definitions, and by creating two new residential land use categories, "Medium High Density" and "High Density Single-Family Detached," and adopt an ordinance providing for said amendment. Deputy Mayor Pro Tem Bryan Webb seconded the motion.

ORDINANCE NO. 61-16

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO MODIFY THE DEFINITION FOR THE HIGH DENSITY RESIDENTIAL LAND USE CATEGORY, AND TO ADD TWO NEW RESIDENTIAL LAND USE CATEGORIES, "MEDIUM HIGH DENSITY" AND "HIGH DENSITY SINGLE FAMILY DETACHED;" PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION: *Motion passed*
AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB
NAYS: NONE

15. Public Hearing to consider approval of an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-

51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled "Approved tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees." *(The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at its May 3, 2016, meeting.) (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 10, 2016, meeting.)*

Staff Presentation

Mr. Hoefert and Mr. Woods gave a presentation identifying or noting:

- Background Information (Chapter 94 "Trees")
- In depth information as it relates to the proposed amendments

Mr. Hoefert, Mr. Woods, Mr. Dalton, or Mr. Meredith responded to questions from individuals who spoke during the public hearing or from Council as follows:

- Clarification on the proposed change as it relates to mitigation and credits
- Was slope changes taken into consideration
- How can you tell the age of a post oak
- Legalities associated with vested rights
- Explanation on repairing upland habitat and associated credit calculations
- Clarification on the credits as it relates to post oaks
- For the tree topping component, who would it apply to
- How are non HOA neighborhoods handled
- What is the definition of a developed site and are credits offered for a prairie habitat
- General questions regarding the use of temporary chain link fencing, including whether or not past violations related to removal of the fencing were intentional or unintentional
- What do other cities in the state do with respect to caliper inches
- Would it be an acceptable balance if the option of 22 versus 19 caliper inches was used for post oaks
- What would be the caliper inches that staff would recommend
- Size designation as it relates to 22 caliper inches and the subsequent section adjustments that would be needed for the post oak category
- Legalities associated with going from 25 to 22 caliper inches for post oaks

Mayor Hayden opened the Public Hearing at 8:29 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: **Comments/Questions**	**Opposition:** **Comments/Questions**	**Question(s)/Comments Only**
David Lehde, Director of Government Affairs, Dallas Builders Association, Plano (some elements; opposition of others)	None.	None.
Reginal Rembert, 3625 Bonanza Ln (support with some modifications to the proposed changes)		

Jim Engel, 5110 Bayberry St		
Paul Stone, 709 Lake Bluff Dr		

Mayor Hayden closed the Public Hearing at 8:43 p.m.

Council Discussion

There was Council discussion as follows:

- Is the Town creating a solution for a problem that doesn't exist
- The reduction in caliper inches is disproportionally impactful to large property owners, and could have a negative consequence resulting in the developer taking short cuts elsewhere
- How the proposed amendments offer positive reinforcement factors
- What type of habitats would be eligible for credit
- Can something be done with respect to tree circumference fencing options
- A reduction in caliper of post oaks is not proportionate to property owners
- Incentivizing preservation instead of penalizing and going lower is not the right thing to do
- Are there other cities that have the lower number of 19 inches for their post oaks
- Lowering the inches to 19 for post oaks could be perceived as an over reach by some state legislators resulting in unintended consequences
- A recited statement made by Governor Abbott relative to local government regulations as it relates to private property rights
- How the ECC was instructed to provide input based on what they believe is the right thing to do for the Town and not on what they thought Council might want to hear
- 22 versus 19 inches might be a better compromise for post oaks to balance out the scales
- How the incentives will offset the cost of the trees
- The history behind the discussion and how the changes provide positive reinforcement for saving trees
- How Post Oaks are temperamental
- Past examples of trees that were damaged during the development process
- The amount of large undeveloped properties that would be impacted by the ordinance change
- How sometimes things are done with great vigor and hope but they don't turn out the way we want them to
- How the real objective is trying to protect the best and largest trees that make Flower Mound special
- Clarification that the revised motion approves everything in the draft motion, with the change of the post oak size to 22 inches

Councilmember McDaniel moved to approve an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled

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"Approved tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees", and with the adoption of language and changes to accommodate a reduction to 22 caliper inches from 25 as opposed to 19 for post oaks, with the proper amendment to section 94-21 to accommodate the new size designation for post oaks. Councilmember Gelbman seconded the motion.

ORDINANCE NO. 62-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SUBPART B, "LAND DEVELOPMENT REGULATIONS," THROUGH THE AMENDMENT OF CHAPTER 94, "TREES"; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

VOTE ON MOTION: *Motion passed*
AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN
NAYS: NONE

16. Public Hearing to consider approval of an ordinance amending Chapter 94, "Trees" of the Land Development Regulations (LDR16-0006 – Tree Ordinance Permits) of the Code of Ordinances by amending Section 94-34, entitled "Tree removal permit" and Section 94-37, entitled "Review of application." *(The Environmental Conservation Commission recommended denial by a vote of 6 to 0 at its November 1, 2016, meeting.) (The Planning and Zoning Commission recommended approval by a vote of 4 to 3 at its November 14, 2016, meeting.)*

    Staff Presentation

    Mr. Woods gave a presentation identifying or noting:

    - Background information
    - Proposed process as it relates to administrative approval for tree removal permits

    Mayor Hayden summarized the purpose of the agenda item and the current process.

    Mr. Woods, Mr. Meredith, or Mr. Stathatos responded to questions from Council as follows:

    - Legal functions associated with tree removal permits
    - Under the administrative proposal situation what is the process in the event it gets denied
    - If this administrative approval removes the approval function from ECC
    - Past examples of denials of tree removal permits
    - Does the ability exist to appeal staff's decision and take it to ECC or Council in the event the applicant doesn't meet the requirements
    - In what situation does the Council have no choice but to say yes
    - Is there value in having a public hearing for tree removal permits that could influence the developer to protect more trees
    - How much time does the tree removal permit process add to a development project

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- Is there an additional cost associated with having the tree removal permit process go through ECC and Council
- Are there past examples of when a developer changed their plans to save a tree(s) based on a denial from ECC

Mayor Hayden opened the Public Hearing at 9:48 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
David Lehde, Director of Government Affairs, Dallas Builders Association, Plano	Paul Stone, 709 Lake Bluff Dr	None.
Reginal Rembert, 3625 Bonanza Ln	Jim Engel, 5110 Bayberry St	

Council Discussion

There was Council discussion as follows:

- The impact not passing the ordinance would place on the small property owner
- Past history related to the tree ordinance
- How the item is about making government work and gives consistency and fairness to everyone, and depoliticizes trees in the Town
- If you can't say "no" to something why are you taking up staff, council, citizens, and the applicants time unnecessarily
- Importance of having public participation and oversight in an area that can actually make a difference
- How not including the ECC and Council element from the process removes the awareness factor and public input
- How having the tree removal permit go through ECC gives the people a voice
- How it's a matter of whether or not you believe in the Tree Ordinance or not

Mayor Hayden closed the Public Hearing at 10:03 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0006 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-34, entitled "Tree removal permit," and Section 94-37, entitled "Review of application". Councilmember McDaniel seconded the motion.

VOTE ON MOTION: *Motion failed*
AYES: B. WEBB, MCDANIEL
NAYS: GELBMAN, BRYANT, J. WEBB

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L. BOARDS/COMMISSIONS (Executive Conference Room)

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Committee, Environmental Conservation Commission, Parks, Arts and Library Services Board, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 10:33 p.m. on November 21, 2016, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney,, and reconvened into an open meeting at 11:11 p.m. on November 21, 2016, to take action on the items as follows:

a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, **Community Development Corporation**, Planning and Zoning Commission.

   No action taken.

b. Conduct interviews for the position of Municipal Court Judge, including appointment deliberation.

Councilmember McDaniel moved to approve an Ordinance hiring Jeff Tasker as the new Municipal Judge as discussed in executive session, and for a two-year term beginning January 1, 2017 and to expire on December 31, 2018 . Deputy Mayor Pro Tem Bryan Webb seconded the motion.

ORDINANCE NO 63-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THEIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION: *Motion passed*
AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB
NAYS: NONE
ABSTAIN: GELBMAN

c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

   No action taken.

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d. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 11:12 p.m. on Monday, November 21, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

_____

THOMAS E. HAYDEN, MAYOR

ATTEST:

_____

THERESA SCOTT, TOWN SECRETARY

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TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: December 5, 2016

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of $139,800; and authorization for the Mayor to execute same on behalf of the Town**

BACKGROUND INFORMATION: The Town began conducting air monitoring in 2010 on a quarterly basis to assess the ambient air conditions adjacent to gas well operations and other areas in the Town. In 2011, the Town Council directed staff to implement monthly air monitoring at designated sampling points in the Town which has continued through 2016. The reports from the 2010 through 2016 air sampling and pad site monitoring activities have been provided to the Town and are posted on the Town's webpage.

The 2016 program proposal included a more detailed gas well pad site monitoring approach to more effectively assess the conditions on the pad site and identify potential air quality-related issues. For the 2017 program, Modern Geosciences will continue to conduct upwind and downwind monitoring consistent with EPA methodology, near-equipment inspections to evaluate the operational conditions on the pad sites, and associated subgrade piping monitoring will also be conducted.

Modern Geosciences has provided an acceptable scope of services for the air sampling and pad site monitoring program, and Modern Geosciences has the necessary experience to perform the requested sampling and analysis. The total cost for the monthly monitoring program for 2017 is estimated at $139,800.00. The costs associated with the pad site monitoring program are covered by gas well pad site monitoring and inspection fees which are assessed to the pad site operators. The Town Council approved the amended gas well pad site inspection fees in September 2010 to cover certain expenses associated with the gas well inspection and monitoring program which includes the air monitoring evaluations. The current Professional Services Agreement for the Town's air monitoring program expires in December 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $139,800.00

Proposed Expenditure:	Account Number(s):
$104,850.00	100-695-96050-5110 (FY 16-17)
$ 34,950.00	100-695-96050-5110 (FY 17-18)

Finance Review by: Debra Wallace, Deputy Town Manager/CFO DW

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Professional Services Agreement.

ATTACHMENTS:
1. Professional Services Agreement

RECOMMENDATION: Move to approve a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of $139,800.00; and authorization for the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH MODERN GEOSCIENCES, LLC.

This contract is entered into on this _____ day of _____, 20___, by and between the **TOWN OF FLOWER MOUND, TEXAS,** a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and Modern Geosciences, LLC. ("hereinafter referred to as "CONSULTANT") whose address is 5100 Thompson Terrace, Colleyville, Texas 76034.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to conducting monthly gas well pad site air monitoring inspections in 2017, and provide a final report for each monthly monitoring event to the TOWN; and

WHEREAS, CONSULTANT is an engineering and professional geosciences firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering and professional geosciences professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide pad site monitoring and inspection services for the project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred and Thirty Nine Thousand Eight Hundred and no/100 Dollars($139,800.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month. Each invoice shall be itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.
Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
c/o Ebix BPO
Department 97

PO Box 257
Portland, MI 48875-0257
Fax: 517-647-7900
Email: certsonly@periculum.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than $100,000.00 for each accident, $100,000.00 disease-each employee, $500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract to the extent covered by policy form CG0001 or equivalent, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of $1,000,000 per occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form.

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000.00 per occurrence; and

4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be $1,000,000.00 per claim, $1,000,000.00 annual aggregate.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or equivalent or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, or nonrenewal, a notice thereof shall be given to TOWN by certified mail to:

Matthew Woods, Director of Environmental Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6348 Telephone
972-874-6473 Facsimile

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any reduction in coverage or in limits it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision (with the exception of professional liability coverage) shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.
Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the

successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondent superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Matthew Woods, Director of Environmental Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6348 Telephone
972-874- 6473 Facsimile

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Kenneth S. Tramm, PhD, PG, CHMM
Modern Geosciences, LLC.
5100 Thompson Terrace
Colleyville, TX 76034
682-223-1322 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply

with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By:_____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

_____
Town Secretary

Approved:

_____
Town Attorney

CONSULTANT:
Modern Geosciences, LLC.

By: _____
Name: Kenneth S. Tramm, PhD, PG
Title: _____

Date Signed: _____

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by Kenneth S. Tramm, PhD, PG, in his capacity as _____ of Modern Geosciences, LLC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Modern Geosciences, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE DAY OF ___, 20_____.

_____
Notary Public, State of Texas

My Commission Expires:

_____

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DATE October 31, 2016
PROPOSAL P16200

ATTN **Mr. Matthew Woods**
1001 Cross Timbers Road, Suite 2330
Flower Mound, Texas 75208

SUBJECT **Padsite Inspection and Air Monitoring Program - 2017**
Flower Mound, Texas

Dear Mr. Woods:

Modern Geosciences, LLC (Modern) is pleased to submit this this proposal to the Town of Flower Mound (Town) to perform Monthly Padsite Inspection and Air Monitoring in 2017.

The following sections provide our understanding of the proposed project, scope of work, fee and schedule. Modern's consulting services will be conducted in accordance with the scope of services detailed below and Professional Services Agreement (PSA) as provided by the Town.

BACKGROUND AND PROJECT UNDERSTANDING

Modern understands the Town would like to continue detailed padsite inspection and air monitoring in 2017. Prior sampling and monitoring has been completed by the Town since 2010 with individual padsite inspection begun in 2013. Since padsite inspections have been implemented, hundreds of leaks have been identified and addressed by operators, which in turn minimize impact to off-site properties. Dr. Kenneth Tramm with Modern has been the Program Manager since 2010 for the Town and will continue in this capacity.

Our padsite inspection and air monitoring approach includes two distinct steps that will occur simultaneously and produce padsite-specific data to aid in the identification of concerns before significant releases or emissions become a greater concern off the padsite. Modern has worked with the Town to tailor our approach and expand our inspection parameters each year monitoring has been performed. For 2017, expanded elements include continued evaluation of subgrade piping during padsite efforts, high-resolution hydrogen sulfide evaluation, and expanding our individual volatile organic compound list. As requested, Modern has also included a cost to collect current aerial photographs using our unmanned aircraft systems (UAS) to better reflect actual padsite conditions.

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Additional detail on the Fenceline Monitoring and Near-Equipment Inspection we propose is presented below.

Fenceline Monitoring

Modern will continue to perform up and downwind air sampling for each padsite. This will utilize our Gas Chromatograph/Mass Spectrometer (GC/MS) to analyze samples collected upwind and downwind of each padsite for volatile organic compounds (VOCs). Additionally, Modern will deploy high-resolution particulate matter (PM) monitors to evaluate up and downwind levels of $PM_{2.5}$ (fine particles) and PM_{10} (coarse particles) in addition to a high-resolution hydrogen sulfide meter.

GC/MS System

The GC/MS will allow collection of discrete samples analyzed using a modified EPA Method TO-15 or TO-17 for broad range of volatile organic compounds (VOCs). This is consistent with the ambient monitoring approach described below, but will be processed within 12 hours of collection to allow us the ability to respond to concerns in an expedited manner. This approach will yield high resolution data in the low parts per billion.

Particulate Matter

Modern will collect PM data within 60 second intervals to allow multiple observations both up and downwind of padsites. The samples will be analyzed using light-scattering methods to allow differentiation of specific mass sizes. This allows estimation of both coarse and fine particle contribution to ambient air from multiple emission sources that may be present at a padsite (compressor exhaust, diesel engine exhaust, elevated SVOCs). Temperature and humidity will be recorded to allow adjustment to observations as appropriate.

Discrete Meters

Handheld meters (further detailed below) monitoring hydrogen sulfide, VOCs, methane, and radiation will also be utilized at the fenceline locations. Additionally, Modern will record meteorological data such as wind speed, direction, and barometric pressure.

Near-Equipment Inspection

During the monitoring event, Modern will perform an Audio, Visual, and Olfactory (AVO) field inspection as well as record monitoring results with the use of optical gas imaging systems (e.g., FLIR cameras) and handheld meters. The goal of near-equipment inspection activities is to visually evaluate operational conditions of well heads, well connections, flanges, valves, pumps, well head fluids (i.e., corrosion inhibitors), production piping, visible system pressure gauges, separator systems, above-ground storage tanks (i.e., thief hatch, ventilation), fluid disposal transfer points, compressor system connections, chemical storage areas, and identify obvious signs of staining, spills, or releases.

Modern uses a FLIR GF320 Optical Gas Imaging (OGI) system to determine if a potential leak is indicated. When emissions are identified, handheld equipment is used to quantify the emissions for leak determination at the point of release. Our instrumentation includes optical methane sensors (ppmv resolution), radiological survey

meters (uR/hr resolution), photo-ionization detectors (ppbv resolution), and hydrogen sulfide monitors (ppbv resolution).

Our proposed leak definitions are set at either positive visual observation with the OGI equipment, or if accessible, direct measurement for quantification. An example of typical leak definition thresholds are outlined below.

Measured Compound	On-Site Criteria	Fenceline Criteria
Methane	10,000 ppmv [1]	500 ppmv[2]
Hydrogen Sulfide (H_2S)	5 ppmv [3]	0.08 ppmv [4]
Total VOCs (tVOCs)	500 ppmv [2,5]	5 ppmv [6]
Radiation (NORM)	50 µR/hr [7]	50 µR/hr
Individual VOCs, Ozone, others	OSHA, NIOSH, ACGIH levels	TCEQ Short-term AMCV or ESL, NAAQS
Particulates	$PM_{2.5}$- 5,000 ug/m^3 [8]	$PM_{2.5}$- 35 ug/m^3 [3, 9]
	PM_{10}- 15,000 ug/m^3	PM_{10}- 150 ug/m^3 [3, 9]

1. *5% of the Lower Explosive Limit; The Interstate Natural Gas Association of America (INGAA) noted to the EPA in correspondence dated December 4, 2015 that a methane leak definition be revised to 10,000 ppm Method 21 (direct reading) was appropriate for leak inspections.*
2. *NSPS; 40 CFR Part 40 Subpart OOOOa*
3. *50% NIOSH 10-minute IDLH ceiling (29 CFR 1910.1000 Table Z-2)*
4. *30-minute criteria set at 30 TAC §112.31*
5. *EPA 20102; 40 CFR Part 63 (EPA-HQ-OAR-2010-0505; FRL-RIN 2060-AP76)*
6. *Used as an indicator elevated VOCs may approach or exceed ambient air quality criteria*
7. *16 TAC §4; Environmental Protection, Subchapter F, Oil and Gas NORM*
8. *Utilizes OSHA Total and Respirable Limits*
9. *Utilizes the 24-hour Average Criteria set under NAAQS*

The above references represent non-ambient conditions that would typically indicate a significant contribution of COC emissions from production equipment. If "new, modified, or reconstructed" equipment as defined within NSPS OOOOa is present on a padsite, the methane (as a part of the VOC definition) leak criteria will be adjusted to match NSPS requirements of 500 ppmv.

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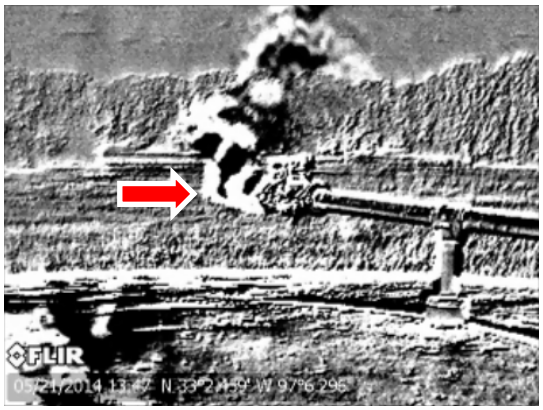
Near-Equipment Inspection efforts during a padsite inspection event using an Optical Gas Imaging (OGI) Camera to record a leak.



Example image for a leaking pressure control valve from a tank battery system. The leak is video recorded for the operator to repair.

Example of infrared methane monitoring after a leak has been identified with the OGI equipment.

Example of tagged equipment in need of repair or replacement. Modern can tag each accessible component noted above monitoring goals.

SCOPE OF SERVICES

TASK 1: PADSITE INSPECTION AND FENCELINE AIR MONITORING

Modern will coordinate with Town staff and padsite representatives to obtain access to each of the 16 padsites. Flame Resistant clothing will be worn during access to areas where flammable environments are anticipated. It is anticipated that the services will be performed under Level D safety requirements and no other protective gear is required.

Modern will perform upwind and downwind monitoring by collecting discrete samples for VOC analysis as well as particulate matter evaluation. During the fenceline monitoring events, Modern will also complete Near-Equipment Inspection activities as detailed earlier.

Inspection Schedule

Modern will coordinate with Town staff to inspect each of the padsites every six months (twice annually). We understand Town staff will continue to verify the identified leaks are addressed by the operator, but have anticipated periodic assistance and re-inspections as directed by Town staff. Modern will coordinate with Town staff on the final schedule for inspections and monitoring.

TASK 2: SUBGRADE PIPING INSPECTION

Modern will coordinate with Town staff and padsite representatives to obtain access to the areas of subgrade piping between padsites. Modern will utilize OGI and IR equipment to evaluate known subgrade piping alignments for potential leaks between/at padsites. We understand Town staff will continue to verify the identified leaks are addressed by the operator, but have anticipated periodic assistance and re-inspections as directed by Town staff. Modern will coordinate with Town staff on the final schedule for inspections and monitoring.

TASK 3: MONTHLY REPORTING

The preliminary results of our assessment will be verbally reported during the course of the project. Modern's scope of services for this assessment is based on the production of brief reports issued after each sampling and inspection period.

The reports will include:

- Results of Near-Equipment inspections and notation of changing conditions identified;
- Results of Fenceline Monitoring and notation of changing conditions identified;
- Subgrade piping inspection results; and
- Findings and Conclusions

The ambient air sampling and monitoring results will be compared to the current Texas Commission on Environmental Quality (TCEQ) Short Term Air Monitoring Comparison Values (AMCVs) and if warranted, additional related risk criteria developed by the TCEQ Toxicology Division and/or other appropriate regulatory entities.

ESTIMATED BUDGET

Modern will perform the above described scope of services on a lump sum of **$11,650** per month with annual budget of **$139,800**. Additional costs might be incurred if the assumptions presented earlier are not correct or

further monitoring assistance is needed outside the above scope. In the event that additional costs and services are required, Modern will notify the town immediately and prepare an estimate of the additional cost. Modern will not exceed the authorized amount until written approval from town has been received. The estimated project budget is summarized in the table below.

MONTHLY PROJECT BUDGET	
TASK 1: MONTHLY PADSITE INSPECTION AND FENCELINE AIR MONITORING	
Consulting Labor	$ 3,000
Equipment/Analysis/Expenses	$ 3,800
Task Expenses	$ 750
Subtotal:	***$ 7,550***
TASK 2: MONTHLY SUBGRADE PIPING INSPECTION	
Consulting Labor	$ 500
Equipment Expenses	$ 500
Task Expenses	$ 100
Subtotal:	***$ 1,100***
TASK 3: MONTHLY REPORTING	
Consulting Labor (Reporting and Data Processing)	$ 2,800
Task Expenses	$ 200
Subtotal:	***$ 3,000***
MONTHLY TOTAL (2-3 PADSITES):	**$ 11,650**
ANNUAL TOTAL:	**$139,800**

General costs for additional scope outside the above inspection events is provided for informational purposes. If these services are needed, Modern understands authorization would be given separately by the Town.

ADDITIONAL CONTINGENCY SCOPE DESCRIPTIONS

AIR SAMPLING FOR LABORATORY ANALYSIS

If field data suggests a leak or release is impacting neighboring property, Modern may be directed to collect an air sample for laboratory analysis. Contingency costs are presented below.

UAS AERIAL PHOTOGRAPHS

Modern maintains multiple types of Unmanned Aircraft Systems (UASs) capable of capturing high-resolution aerial photographs. If more current padsite maps are desired by the Town, Modern will utilize our licensed pilots to obtain aerial photographs that will then be processed using ESRI ArcGIS to geospatially project each

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using NAD 83 Texas State Plane North Central (ftUS). These will then be added to our current figures to better represent current field conditions and provided to the Town for use within GIS mapping efforts.

CONTINGENCY COSTS:		
DISCRETE OR 24-HOUR AMBIENT AIR SAMPLE		
Consulting Labor	*$*	*500*
Equipment/Analysis Expenses	*$*	*500*
Task Expenses	*$*	*150*
Total:	***$***	***1,150***
UAS AERIAL PHOTOGRAPHS AND GEO-REFERENCED MAP DATA FOR GIS		
Consulting Labor	*$*	*400*
Equipment/Analysis Expenses	*$*	*400*
Task Expenses	*$*	*100*
Padsite Total (Individual):	***$***	***900***
16 Padsite Total**:	***$***	***10,000***

**Pricing assumes all 16 performed within a weekly event to minimize expenses

PROJECT SCHEDULE

Modern is ready to begin project activities within 10 days of authorization. Each monthly sampling event will include coordination with Town staff and padsite operators (as authorized by Town).

ASSUMPTIONS AND LIMITATIONS

- Our client will coordinate all access and site personnel/equipment requirements to allow the above scope of services to be executed;
- Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession practicing in the same locality, under similar conditions and at the time the services are performed;
- Our findings and conclusions will be based on the information available for review. This will only include a limited number of observations and data points. It is likely that conditions will vary between or beyond the specific points evaluated. Modern makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. The final report will be submitted electronically. Hard copies can be provided for an additional fee;
- The samples collected as part of these services will represent conditions at the time of sampling only as future conditions can vary based on changing conditions, such as: work schedules of oil and gas

exploration, production, and transmission, temperature, weather factors and other industrial activities within the Town; and

- This proposal is valid for a period of 60 days from the date of issuance.

AUTHORIZATION

If this proposal meets your needs please submit provide us written authorization and the PSA as required by the Town. If there is a need for any change in the scope of services described in this proposal, please contact us immediately. Any requested changes may require revision of the proposed fee and schedule. All terms and conditions indicated in this proposal will be considered by both parties to be in effect from the effective date of the executed contract through completion of the project.

CLOSING

We thank you for the opportunity to provide this proposal for environmental services and look forward to working with you on this project. If you have any comments or questions concerning this proposal please contact us at your earliest convenience.

Respectfully submitted,

Kenneth S. Tramm, PhD, PG, CHMM
PROGRAM MANAGER

MODERN GEOSCIENCES
TEXAS REGISTERED GEOSCIENCE FIRM 50411
TEXAS REGISTERED ENGINEERING FIRM F-16201

TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: December 5, 2016

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Consider approval of Change Order No. 1 and final acceptance of the FM 1171 at Kirkpatrick – Reconstruction and FM 1171 at Timber Creek – Reconstruction signal projects, amending the contract with Roadway Solutions, Inc., for an increase of $26,107.30; authorization for final payment to Roadway Solutions, Inc., in the amount of $56,141.44; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: These two signal reconstruction projects are complete. This item provides for a final payment of $56,141.44, which consists of $34,169.90 of work completed, and $21,971.54 of retainage, for a final contract amount of $253,885.30.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $56,141.44

Proposed Expenditure:	Account Number(s):
$12,452.04	505-220-78025 FM 1171 at Kirkpatrick
$12,941.53	531-220-78025 FM 1171 at Kirkpatrick
$11,699.50	505-220-78026 FM 1171 at Timber Creek
$19,048.37	531-220-78026 FM 1171 at Timber Creek

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1
2. Contract Estimate for Payment
3. Consent of Surety to Final Payment
4. Final Bills Paid Affidavit

RECOMMENDATION: Move to approve Change Order No. 1 and final acceptance of the FM 1171 the FM 1171 at Kirkpatrick – Reconstruction and FM 1171 at Timber Creek – Reconstruction signal projects amending the contract with Roadway Solutions, Inc., for an increase of $26,107.30; authorize final payment to Roadway Solutions, Inc., in the amount of $56,141.44; and authorize the Mayor to execute same on behalf of the Town.

Attachment 1

CHANGE ORDER No. 1 and Final

Effective Date: Effective on the date of execution by the Mayor following Town Council approval

Owner: Town of Flower Mound
Contractor: Roadway Solutions, Inc.
1425 Crescent Dr
Carrollton, TX 75006

Project: **FM 1171 at Kirkpatrick - Reconstruction and FM 1171 at Timber Creek - Reconstruction signal projects**

CHANGE ORDER NO. 1 and Final

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Quan	Unit Price	Extended Amount
1 CO1	REMOVING CONC(PAV)	SY	Deduct	18.2	$72.00	$ (1,310.40)
3 CO1	REMOVING CONC(CURB)	LF	Add	60	$8.00	$ 480.00
4 CO1	REMOVING CONC(SIDEWALKS OR RAMP)	SY	Add	70	$85.00	$ 5,950.00
5 CO1	Block Sodding	SY	Add	143	$20.00	$ 2,860.00
6 CO1	FL BS(CMP IN PLC)(TYD GR1-2)(FNAL POS)	CY	Deduct	12	$10.00	$ (120.00)
7 CO1	D-GR HMA(SQ)TY-B SAC-B PG70-22	TON	Deduct	12	$10.00	$ (120.00)
8 CO1	CONC PVMT (CONT REINF-CRCP)(8")	SY	Deduct	9	$265.00	$ (2,385.00)
14 CO1	BIODEG EROSN CONT LOGS(INSTL)(12")	LF	Deduct	200	$1.00	$ (200.00)
15 CO1	BIODEG EROSN CONT LOGS (REMOVE)	LF	Deduct	200	$1.00	$ (200.00)
16 CO1	CONC CURB (TY II)	LF	Add	73	$30.00	$ 2,190.00
17 CO1	CURB RAMPS (TY 5)	EA	Deduct	2	$1,600.00	$ (3,200.00)
18 CO1	CURB RAMPS (TY 7)	EA	Add	4	$1,400.00	$ 5,600.00
25 CO1	ELEC CONDR(NO.8)INSULATED	LF	Add	370	$1.00	$ 370.00
28 CO1	GROUND BOX TY D(162922)W/ APRON	EA	Add	2	$650.00	$ 1,300.00
34 CO1	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	Deduct	1	$115.00	$ (115.00)
41 CO1	REFL PAV MRK II (W)(ARROW)	EA	Deduct	1	$20.00	$ (20.00)
52 CO1	PAV SURF PREP FOR MRK (4")	LF	Deduct	182	$0.10	$ (18.20)
56 CO1	PAV SURF PREP FOR MRK (ARROW)	EA	Deduct	1	$10.00	$ (10.00)
61 CO1	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	Add	388	$1.50	$ 582.00
64 CO1	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	Add	163	$2.00	$ 326.00
65 CO1	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	Add	248	$4.00	$ 992.00
67 CO1	CONC SIDEWALKS(3.5")	SY	Add	40.1	$99.00	$ 3,969.90
70 CO1	REFL PAV MRK TY I R4"(SLD)(100MIL)(FIRELANE)	LF	Deduct	182	$2.00	$ (364.00)
CO1A	24-A Pedestal Foundation	LF	Add	60	$135.00	$ 8,100.00
CO1B	48-A Anchor Bolt	EA	Add	1	$1,450.00	$ 1,450.00
Original Contract						**$ 227,778.00**
Change Order #1						**$ 26,107.30**
Revised Contract Price						**$ 253,885.30**

Original Final Contract Days **150**

JUSTIFICATION

Bid items 1,3,4,16, 17, 18, 67 was needed to match field conditions to ensure ADA compliancy. All other quantities were to true up quantities used. Item CO1B was required for foundation of Long Mast Arm Assembly

Recommended for Approval

Matthew J. Hotelling, P.E., PTOE — Date
Traffic Engineer

Contractor — Date

Approved

Thomas E. Hayden — Date
Mayor

Attachment 2

CONTRACT ESTIMATE FOR PAYMENT

Project: **FM1171 @ Kirkpatrick and FM1171 @ Timber Creek Signal Reconstruction**

Estimate No.: **4 & CO1**

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
1 CO1	REMOVING CONC (PAV)	SY	3.80	$ 72.00	$ 273.60	3.80	0.00	3.80	$ 273.60	$ -	$ 273.60	100.00%
2	REMOVING CONC (MEDIANS)	SY	4	$ 250.00	$ 1,000.00	4.00	0.00	4.00	$ 1,000.00	$ -	$ 1,000.00	100.00%
3 CO1	REMOVING CONC (CURB)	LF	115.00	$ 8.00	$ 920.00	55.00	60.00	115.00	$ 440.00	$ 480.00	$ 920.00	100.00%
4 CO1	REMOVING CONC (SIDEWALK OR RAMP)	SY	128.00	$ 85.00	$ 10,880.00	58.00	70.00	128.00	$ 4,930.00	$ 5,950.00	$ 10,880.00	100.00%
5 CO1	BLOCK SODDING	SY	165.00	$ 20.00	$ 3,300.00	22.00	143.00	165.00	$ 440.00	$ 2,860.00	$ 3,300.00	100.00%
6 CO1	FL BS (CMP IN PLC)(TYD GR1-2)(FNAL POS)	CY	0.00	$ 10.00	$ -	0.00	0.00	0.00	$ -	$ -	$ -	#DIV/0!
7 CO1	D-GR HMA (SQ) TY-B SAC-B PG70-22	TON	0.00	$ 10.00	$ -	0.00	0.00	0.00	$ -	$ -	$ -	#DIV/0!
8 CO1	CONC PVMT (CONT REINF - CRCP) (8")	SY	45.00	$ 265.00	$ 11,925.00	45.00	0.00	45.00	$ 11,925.00	$ -	$ 11,925.00	100.00%
9	DRILL SHAFT (TRF SIG POLE)(30 IN)	LF	11.30	$ 185.00	$ 2,090.50	11.30	0.00	11.30	$ 2,090.50	$ -	$ 2,090.50	100.00%
10	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	26.4	$ 200.00	$ 5,280.00	26.40	0.00	26.40	$ 5,280.00	$ -	$ 5,280.00	100.00%
11	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	110	$ 300.00	$ 33,000.00	110.00	0.00	110.00	$ 33,000.00	$ -	$ 33,000.00	100.00%
12	MOBILIZATION	LS	1	$ 12,500.00	$ 12,500.00	1.00	0.00	1.00	$ 12,500.00	$ -	$ 12,500.00	100.00%
13	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	$ 3,250.00	$ 3,250.00	1.00	0.00	1.00	$ 3,250.00	$ -	$ 3,250.00	100.00%
14 CO1	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	0.00	$ 1.00	$ -	0.00	0.00	0.00	$ -	$ -	$ -	#DIV/0!
15 CO1	BIODEG EROSN CONT LOGS (REMOVE)	LF	0.00	$ 1.00	$ -	0.00	0.00	0.00	$ -	$ -	$ -	#DIV/0!
16 CO1	CONC CRUB (TY II)	LF	155.00	$ 30.00	$ 4,650.00	82.00	73.00	155.00	$ 2,460.00	$ 2,190.00	$ 4,650.00	100.00%
17 CO1	CURB RAMPS (TY 5)	EA	0.00	$ 1,600.00	$ -	0.00	0.00	0.00	$ -	$ -	$ -	#DIV/0!
18 CO1	CURB RAMPS (TY 7)	EA	12.00	$ 1,400.00	$ 16,800.00	8.00	4.00	12.00	$ 11,200.00	$ 5,600.00	$ 16,800.00	100.00%
19	CONDT (PVC) (SCH 40) (2")	LF	90	$ 6.00	$ 540.00	90.00	0.00	90.00	$ 540.00	$ -	$ 540.00	100.00%
20	CONDT (PVC) (SCH 40) (3")	LF	280	$ 7.00	$ 1,960.00	280.00	0.00	280.00	$ 1,960.00	$ -	$ 1,960.00	100.00%
21	CONDT (PVC) (SCH 40) (4")	LS	40	$ 9.00	$ 360.00	40.00	0.00	40.00	$ 360.00	$ -	$ 360.00	100.00%
22	CONDT (PVC) (SCH 40) (4") (BORE)	LS	895	$ 23.00	$ 20,585.00	895.00	0.00	895.00	$ 20,585.00	$ -	$ 20,585.00	100.00%
23	CONDT (PVC) (SCH 80) (2")	LS	170	$ 8.00	$ 1,360.00	170.00	0.00	170.00	$ 1,360.00	$ -	$ 1,360.00	100.00%
24	ELEC CONDR (NO. 12) INSULATED	LS	560	$ 1.00	$ 560.00	560.00	0.00	560.00	$ 560.00	$ -	$ 560.00	100.00%
25 CO1	ELEC CONDR (NO. 8) INSULATED	LS	1,800.00	$ 1.00	$ 1,800.00	1430.00	370.00	1800.00	$ 1,430.00	$ 370.00	$ 1,800.00	100.00%
26	ELEC CONDR (NO. 6) BARE	LF	1,305	$ 1.00	$ 1,305.00	1305.00	0.00	1305.00	$ 1,305.00	$ -	$ 1,305.00	100.00%
27	ELEC CONDR (NO. 6) INSULATED	LF	110	$ 1.00	$ 110.00	110.00	0.00	110.00	$ 110.00	$ -	$ 110.00	100.00%
28 CO1	GROUND BOX TY D (162922) W/APRON	EA	10.00	$ 650.00	$ 6,500.00	8.00	2.00	10.00	$ 5,200.00	$ 1,300.00	$ 6,500.00	100.00%
29	ELC SRV TY D 120/240 060(NS)SS(E)PS(U)	EA	2	$ 4,500.00	$ 9,000.00	2.00	0.00	2.00	$ 9,000.00	$ -	$ 9,000.00	100.00%
30	REMOVE SM RD SN SUP&AM (SIGN ONLY)	EA	1	$ 49.95	$ 49.95	1.00	0.00	1.00	$ 49.95	$ -	$ 49.95	100.00%
31	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	39	$ 1.00	$ 39.00	39.00	0.00	39.00	$ 39.00	$ -	$ 39.00	100.00%
32	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	1,397	$ 4.00	$ 5,588.00	1397.00	0.00	1397.00	$ 5,588.00	$ -	$ 5,588.00	100.00%
33	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	363	$ 7.00	$ 2,541.00	363.00	0.00	363.00	$ 2,541.00	$ -	$ 2,541.00	100.00%
34 CO1	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	14.00	$ 115.00	$ 1,610.00	14.00	0.00	14.00	$ 1,610.00	$ -	$ 1,610.00	100.00%
35	REFL PAV MRK TY I (W)(DBL ARROW)(100MIL)	EA	2	$ 250.00	$ 500.00	2.00	0.00	2.00	$ 500.00	$ -	$ 500.00	100.00%
36	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	11	$ 115.00	$ 1,265.00	11.00	0.00	11.00	$ 1,265.00	$ -	$ 1,265.00	100.00%
37	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	50	$ 0.80	$ 40.00	50.00	0.00	50.00	$ 40.00	$ -	$ 40.00	100.00%
38	REFL PAV MRK TY II (W) 8" (SLD)	LF	39	$ 0.50	$ 19.50	39.00	0.00	39.00	$ 19.50	$ -	$ 19.50	100.00%
39	REFL PAV MRK TY II (W) 12" (SLD)	LF	1,397	$ 0.50	$ 698.50	1397.00	0.00	1397.00	$ 698.50	$ -	$ 698.50	100.00%
40	REFL PAV MRK TY II (W) 24" (SLD)	LF	363	$ 0.70	$ 254.10	363.00	0.00	363.00	$ 254.10	$ -	$ 254.10	100.00%
41 CO1	REFL PAV MRK TY II (W) (ARROW)	EA	14.00	$ 20.00	$ 280.00	14.00	0.00	14.00	$ 280.00	$ -	$ 280.00	100.00%
42	REFL PAV MRK TY II (W) (DBL ARROW)	EA	2	$ 20.00	$ 40.00	2.00	0.00	2.00	$ 40.00	$ -	$ 40.00	100.00%
43	REFL PAV MRK TY II (W) (WORD)	EA	11	$ 20.00	$ 220.00	11.00	0.00	11.00	$ 220.00	$ -	$ 220.00	100.00%
44	REFL PAV MRK TY II (Y) 4" (SLD)	LF	50	$ 0.25	$ 12.50	50.00	0.00	50.00	$ 12.50	$ -	$ 12.50	100.00%
45	ELIM EXT PAV MRK & MRKS (4")	LF	253	$ 0.75	$ 189.75	253.00	0.00	253.00	$ 189.75	$ -	$ 189.75	100.00%
46	ELIM EXT PAV MRK & MRKS (8")	LF	30	$ 2.00	$ 60.00	30.00	0.00	30.00	$ 60.00	$ -	$ 60.00	100.00%
47	ELIM EXT PAV MRK & MRKS (12")	LF	1,244	$ 2.50	$ 3,110.00	1244.00	0.00	1244.00	$ 3,110.00	$ -	$ 3,110.00	100.00%
48	ELIM EXT PAV MRK & MRKS (24")	LF	336	$ 2.50	$ 840.00	336.00	0.00	336.00	$ 840.00	$ -	$ 840.00	100.00%
49	ELIM EXT PAV MRK & MRKS (ARROW)	EA	9	$ 15.00	$ 135.00	9.00	0.00	9.00	$ 135.00	$ -	$ 135.00	100.00%
50	ELIM EXT PAV MRK & MRKS (DBL ARROW)	EA	1	$ 30.00	$ 30.00	1.00	0.00	1.00	$ 30.00	$ -	$ 30.00	100.00%

Attachment 2

CONTRACT ESTIMATE FOR PAYMENT

Project: **FM1171 @ Kirkpatrick and FM1171 @ Timber Creek Signal Reconstruction**

Estimate No.: **4 & CO1**

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
51	ELIM EXT PAV MRK & MRKS (WORD)	EA	3	$ 20.00	$ 60.00	3.00	0.00	3.00	$ 60.00	$ -	$ 60.00	100.00%
52 CO1	PAV SURF PREP FOR MRK (4")	LF	50.00	$ 0.10	$ 5.00	50.00	0.00	50.00	$ 5.00	$ -	$ 5.00	100.00%
53	PAV SURF PREP FOR MRK (8")	LF	39	$ 0.10	$ 3.90	39.00	0.00	39.00	$ 3.90	$ -	$ 3.90	100.00%
54	PAV SURF PREP FOR MRK (12")	LF	1,397	$ 0.10	$ 139.70	1397.00	0.00	1397.00	$ 139.70	$ -	$ 139.70	100.00%
55	PAV SURF PREP FOR MRK (24")	LF	363	$ 0.30	$ 108.90	363.00	0.00	363.00	$ 108.90	$ -	$ 108.90	100.00%
56 CO1	PAV SURF PREP FOR MRK (ARROW)	EA	14.00	$ 10.00	$ 140.00	14.00	0.00	14.00	$ 140.00	$ -	$ 140.00	100.00%
57	PAV SURF PREP FOR MRK (DBL ARROW)	EA	2	$ 20.00	$ 40.00	2.00	0.00	2.00	$ 40.00	$ -	$ 40.00	100.00%
58	PAV SURF PREP FOR MRK (WORD)	EA	11	$ 15.00	$ 165.00	11.00	0.00	11.00	$ 165.00	$ -	$ 165.00	100.00%
59	INSTALL HWY TRF SIG (ISOLATED)	EA	2	$ 17,750.00	$ 35,500.00	2.00	0.00	2.00	$ 35,500.00	$ -	$ 35,500.00	100.00%
60	REMOVING TRAFFIC SIGNALS	EA	2	$ 4,000.00	$ 8,000.00	2.00	0.00	2.00	$ 8,000.00	$ -	$ 8,000.00	100.00%
61 CO1	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	2,713.00	$ 1.50	$ 4,069.50	2325.00	388.00	2713.00	$ 3,487.50	$ 582.00	$ 4,069.50	100.00%
62	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1,225	$ 1.50	$ 1,837.50	1225.00	0.00	1225.00	$ 1,837.50	$ -	$ 1,837.50	100.00%
63	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	445	$ 1.50	$ 667.50	445.00	0.00	445.00	$ 667.50	$ -	$ 667.50	100.00%
64 CO1	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	LF	1,093.00	$ 2.00	$ 2,186.00	930.00	163.00	1093.00	$ 1,860.00	$ 326.00	$ 2,186.00	100.00%
65 CO1	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	1,413.00	$ 4.00	$ 5,652.00	1165.00	248.00	1413.00	$ 4,660.00	$ 992.00	$ 5,652.00	100.00%
66	RADAR PRESENCE DETECTOR COMM CABLE	LF	2,310	$ 2.00	$ 4,620.00	2310.00	0.00	2310.00	$ 4,620.00	$ -	$ 4,620.00	100.00%
67 CO1	CONC SIDEWALKS (3.5")	SY	116.10	$ 99.00	$ 11,493.90	76.00	40.10	116.10	$ 7,524.00	$ 3,969.90	$ 11,493.90	100.00%
68	OPTICOM CABLE	LF	1,625	$ 1.00	$ 1,625.00	1625.00	0.00	1625.00	$ 1,625.00	$ -	$ 1,625.00	100.00%
69	ETHERNET CABLE CAT 5	LF	550	$ 1.00	$ 550.00	550.00	0.00	550.00	$ 550.00	$ -	$ 550.00	100.00%
70 CO1	REFL PAV MRK TY I (R) 4" (SLD)(100MIL)(FIRELANE)	LF	0.00	$ 2.00	$ -	0.00	0.00	0.00	$ -	$ -	$ -	#DIV/0!
CO1A	24-A Pedestal Foundation	LF	60.00	$ 135.00	$ 8,100.00	0.00	60.00	60.00	$ -	$ 8,100.00	$ 8,100.00	100.00%
CO1B	48-A Anchor Bolt	EA	1.00	$ 1,450.00	$ 1,450.00	0.00	1.00	1.00	$ -	$ 1,450.00	$ 1,450.00	100.00%
TOTAL					**253,885.30**				219,715.40	34,169.90	253,885.30	100.00%

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☒
OTHER ☐

TO OWNER:
(Name and address)

Town of Flower Mound,Texas
2121 Cross Timbers Road
Flower Mound,Texas 75028

ARCHITECT'S PROJECT NO.: Bid # 2016-51

CONTRACT FOR: FM 1171 @ Kirkpatrick and FM 1171 @ Timber Creek Signal Reconstruction Project

CONTRACT DATED: May 16,2016

PROJECT:
(Name and address)

FM 1171 @ Kirkpatrick and FM 1171 @ Timber Creek Signal Reconstruction Project

in accordance with the provisions of the Contract between the owner and the Contractor as indicated above,

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines,IA 50266 – 7754

, SURETY,

on bond of
(Insert name and address of Contractor)

Roadway Solutions,Inc.
1425 Crescent Dr.
Carrollton,Texas 75006

, CONTRACTOR,

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any obligations to

(Insert name and address of Owner)

Town of Flower Mound,Texas
2121 Cross Timbers Road
Flower Mound,Texas 75028

, OWNER,

as set forth in said Surety's bond.

Bond No.TXC 608083

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 15,2016

Merchants Bonding Company (Mutual)

By: Shane A Humphrey

Shane A.Humphrey,Attorney-in-Fact

Attest:
(Seal):

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Cheryl L Humphrey; Shane A Humphrey

of Frisco and State of Texas their true and lawful Attorney-in-Fact with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION ($10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August , 2014 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August , 2014 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of November , 2016 .

William Warner Jr.
Secretary

POA 0014 (7/14)

ROADWAY SOLUTIONS, INC.

Contractor's Affidavit of Final Payment and Release
For
Roadway Solutions Inc.

THE STATE OF TEXAS
COUNTY OF DALLAS

Before Me, the undersigned authority, on this day personally appeared Morrie Gamini (Affidant"), who after being by me duly sworn, deposes, and says that it is Vice President, a Roadway Solutions Inc. (corporation,k partnership, trade name) of Dallas County, STATE of Texas, the ("CONTRACTOR"), which said Sub CONTRACTOR ROADWAY SOLUTIONS INC. was awarded the Contract dated the ___day of ___, ,for the construction of TRAFFIC SIGNAL at **FM 1171 @ Kirkpatric** (the 'Work'), for a total of consideration **$12,694.26** Twelve thousand six hundred ninety four Dollars and Twenty six to be paid to the said CONTRACTOR, ROADWAY SOLUTIONS INC. (the "Contract"), and that Affidant has full power of authority to make this affidavit.

That the Roadway Solutions Inc. A State of Texas Municipal Corporation (the "OWNER") HAS Approved the final estimate on said Work, and that the said CONTRACTOR has fully satisfied and paid any and all claims that may be covered by Texas Government Cod, Chapter 2253, as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said CONTRACTOR insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the OWNER, the CONTRACTOR ROADWAY SOLUTIONS INC. HEREBY ACCEPTS THE AMOUNT OF (in words) Twelve thousand six hundred ninety four Dollars and twenty six cents). As FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affidant and/or the CONTRACTOR ROADWAY SOLUTIONS INC. may have to pursue claims of any nature against the OWNER, AVARY FAMILY LIMIT PART. arising out of or in any manner connected with the performance of the WORK and /or the Contract, including but not limited to claims of third parties that supplied material and or labor for the WORK for or through the CONTRACTOR (Subcontractors), as well as claims for delay, additional compensation or for the recovery of liquidated damages which may have been withheld by the OWNER, AVARY FAMILY LIMIT PART. THE CONTRACTOR ROADWAY SOLUTIONS INC. shall defend, hold harmless and indemnify the OWNER from any such claims of such Subcontractors. The CONTRACTOR ROADWAY SOLUTIONS INC. further releases the OWNER **TOWN OF FLOWER MOUND** FROM ANY SUCH CLAIMS OF SUCH Subcontractors. The CONTRACTOR further releases the OWNER AVARY FAMILY LIMIT PART from any claim or liability arising from any act or neglect of the OWNER related to or connected with the CONTRACT, and shall not be deemed to alter or modify the terms of provisions of said CONTRACT.

By: _____
Affidant

Morrie Gamini
Printed Name

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15 DAY OF NOVEMBER A.D 2016

(Notary Seal)

NATASHA SADEGHI
Notary ID # 11989887
My Commission Expires
June 30, 2020

By: _____
(Notary Public in and for the State of Texas)
Natasha Sadeghi
(Printed name of Notary
Commission Expires: June 30, 2020

TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: December 5, 2016

FROM: Doug Stevens, Assistant Director of Public Works

ITEM: **Consider approval of the award of the Sidewalk Links and ADA Improvements projects, Annual Contract Bid No. 2017-6 to VA Construction Inc., and Apex Concrete Construction Inc., to establish an annual unit bid price contract for the installation of sidewalk and ADA improvements for a first-year estimated amount of $416,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.**

BACKGROUND INFORMATION: Various sidewalk gaps throughout Town have been complied over past years based on recommendations, citizen requests and staff noted areas in the vicinity of schools or heavy use areas. Using this list as a guide for prioritization, the various sidewalk gaps were brought to the Transportation Commission for their recommendation.

In May 2015, the Town advertised Bid No. 2015-75 for the Sidewalk Link and ADA Improvements Annual Contract, and received one response. And in July 2015, Town Council approved a one-year contract with 2L Construction, LLC with four (4) 12-month renewal options. Since then, the Town Council has approved the funding for both the FY2015-16 and the FY2016-17 Sidewalk Link and ADA Improvements projects through the annual budget process. However, at the conclusion of the first year of the contract, 2L Construction elected not to renew the annual contract with the Town.

In the first attempt to rebid the project, the Town received no responses. And on November 1, 2016, the Town opened Bid No. 2017-6 and received four bids. As a result of the difficulty receiving qualified bids and keeping contractors available to accomplish the goal of a first rate infrastructure as it pertains to Sidewalk Links and ADA Improvements, Public Works is asking for approval of award of a one-year contract, with four (4) one-year optional renewals to the following multiple contractors:

VA Construction Inc.	Apex Concrete Construction Inc.
3604 Marlborough Drive	1080 Katy Road
Plano, TX 75075	Keller, TX 76244

The award of multiple contractors will allow for flexibility in each vendor's availability and allow Public Works to complete a current 2-3 year backlog in Sidewalk Links and ADA Improvements projects. The award is based on unit bid pricing and allows for four (4) optional one-year renewal periods. Staff visited with both contractors, who either have experience with the Town or have positive references from other municipalities. Expenditures for the first year, which include the remainder of the FY2014-15, and all of the FY 2015-16 and F2016-17 projects are an estimated total $416,000.00. Annual renewals would include an anticipated total $190,000.00, pending Council's approval of funding for future Sidewalk Links and ADA Improvements projects during the budget process.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $416,000.00

Proposed First Year Expenditure:	Account Number(s):
$376,000.00	505-220-70380 Sidewalk Links
$40,000.00	531-220-70050-6160 ADA Improvements

Finance Review by: Debra Wallace, Deputy Town Manager/CFO DW

LEGAL REVIEW: The Town's standard construction contract agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of the form document was made in preparation of the Construction Agreement.

ATTACHMENTS:

1. Contract – VA Construction Inc.
2. Contract – Apex Concrete Construction Inc.

RECOMMENDATION: Move to approve the award of the Sidewalk Links and ADA Improvements projects, Annual Contract Bid No. 2017-6, to VA Construction Inc., and Apex Concrete Construction Inc., to establish an annual unit bid price contract for the installation of sidewalk and ADA improvements, at a first-year estimated amount of $416,000.00; and authorize the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

Attachment 1

THE TOWN OF FLOWER MOUND TEXAS	**CONTRACT**	**1. Contract No.:** 2017-6 **2. Contract Title:** Sidewalk Links and ADA Improvements **3. Council Approval Date**

4. Name and Address of Town
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

5. Name and Address of Contractor
VA Construction, Incorporated
3604 Marlborough Drive
Plano, Texas 75075
972-742-3435
Akbar Ali, President
vaakbarali@aol.com

6. Contract Agreed Amount:
Estimated annual amount $208,000

7. The Town of Flower Mound (Town) and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract:

Attachment A:	Unit Pricing Worksheet
Attachment B:	Specifications/Scope of Work
Attachment C:	Standard Terms and Conditions
Attachment D:	Insurance Provisions

8. Performance Period:
One (1) year with options to renew for four (4) additional one (1) year periods.

9. Approved as to Form:

N/A
Town's Legal Counsel

10. V Construction, Incorporated

By _____
(Signature of Authorized Representative)

Date Signed: 11/9/16

Print Name: AKBAR ALI

11. Town of Flower Mound

By _____
(Signature of Authorized Representative)

Date Signed: _____

Tom Hayden, Mayor

ATTACHMENT A

TOWN OF FLOWER MOUND

SIDEWALK LINKS & ADA IMPROVEMENTS
BID NO. 2017-6

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	$ 18.00
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	$ 15.00
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	$ 15.00
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	$ 10.00
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	$ 63.00
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	$ 61.00
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	$ 58.50
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	$ 58.50
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	$ 72.00
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	$ 67.00.
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	$ 63.00
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	$ 58.50
13	Remove 4"-6" Reinforced Concrete Driveway 0-50 SY	SY	$ 20.00
14	Remove 4"-6" Reinforced Concrete Driveway 51-250 SY	SY	$ 18.00
15	Install 4" Reinforced Concrete Driveway 0-50 SY	SY	$ 50.00
16	Install 4" Reinforced Concrete Driveway 51-250 SY	SY	$ 45.00
17	Install 6" Reinforced Concrete Driveway 0-50 SY	SY	$ 58.00
18	Install 6" Reinforced Concrete Driveway 51-250 SY	SY	$ 54.00
19	Remove 4"-6" Reinforced Concrete Drive Approach 0-50 SY	SY	$ 20.00
20	Remove 4"-6" Reinforced Concrete Drive Approach 51-250 SY	SY	$ 18.00
21	Install 6" Reinforced Concrete Drive Approach 0-50 SY	SY	$ 54.00
22	Install 6" Reinforced Concrete Drive Approach 51-250 SY	SY	$ 54.00
23	Remove 4-5" Concrete Sidewalk, 0-50 SY	SY	$ 18.00
24	Remove 4-5"Concrete Sidewalk, 51-250 SY	SY	$ 15.00
25	Remove 4-5"Concrete Sidewalk, 251-500 SY	SY	$ 14.00
26	Remove 4-5"Concrete Sidewalk, 500+ SY	SY	$ 12.00
27	Install 4" Reinforced Concrete Sidewalk, 0-50 SY	SY	$ 50.00
28	Install 4" Reinforced Concrete Sidewalk, 51-250 SY	SY	$ 45.00
29	Install 4" Reinforced Concrete Sidewalk, 251-500 SY	SY	$ 45.00
30	Install 4" Reinforced Concrete Sidewalk, 501+ SY	SY	$ 40.00
31	Install 4" Exposed Aggregate Reinforced Concrete Sidewalk, 0-50 SY	SY	$ 75.00
32	Install 4" Exposed Aggregate Reinforced Concrete Sidewalk, 51-250 SY	SY	$ 65.00
33	Install 5-1/2" Reinforced Concrete Trail, 0-50 SY	SY	$ 64.00
34	Install 5-1/2" Reinforced Concrete Trail, 50-250 SY	SY	$ 61.00
35	Install 5-1/2" Reinforced Concrete Trail, 251-500 SY	SY	$ 57.50
36	Install 5-1/2" Reinforced Concrete Trail, 500+ SY	SY	$ 52.00
37	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	$ 15.00
38	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	$ 12.00
39	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	$ 10.00

No.	Description	Unit	Unit Price
40	Remove 6" Reinforced Integral Curb, 500+ LF	LF	$ 9.00
41	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	$ 28.00
42	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51-250 LF	LF	$ 28.00
43	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 251-500 LF	LF	$ 27.00
44	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 501+ LF	LF	$ 25.00
45	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 35.00
46	Remove 24" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 32.00
47	Remove 24" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 30.00
48	Remove 24" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 28.00
49	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 40.00
50	Remove 30" Reinforced Concrete Curb & Gutter, 51- 250 LF	LF	$ 36.00
51	Remove 30" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 34.00
52	Remove 30" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 32.00
53	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 45.00
54	Remove 36" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 40.00
55	Remove 36" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 35.00
56	Remove 36" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 30.00
57	Install 6" Reinforced Integral Curb, 0-50 LF	LF	$ 12.00
58	Install 6" Reinforced Integral Curb, 51-250 LF	LF	$ 10.00
59	Install 6" Reinforced Integral Curb, 251-500 LF	LF	$ 9.00
60	Install 6" Reinforced Integral Curb, 500+ LF	LF	$ 9.00
61	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	$ 29.00
62	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51-250 LF	LF	$ 27.00
63	Install 18" Reinforced Concrete Mountable Curb & Gutter, 251-500 LF	LF	$ 24.00
64	Install 18" Reinforced Concrete Mountable Curb & Gutter, 501+ LF	LF	$ 21.00
65	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 36.00
66	Install 24" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 34.00
67	Install 24" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 32.00
68	Install 24" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 30.00
69	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 40.00
70	Install 30" Reinforced Concrete Curb & Gutter, 51- 250 LF	LF	$ 38.00
71	Install 30" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 36.00
72	Install 30" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 34.00
73	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 42.00
74	Install 36" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 40.00
75	Install 36" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 38.00
76	Install 36" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 36.00
77	Saw Cut Full Depth Concrete Pavement	LF	$ 7.50
78	Saw Cut Full Depth Concrete Sidewalk	LF	$ 3.00
79	Remove Single Barrier Free Ramp & Landing	EA	$ 450.00
80	Remove Double Barrier Free Ramp & Landing	EA	$ 750.00
81	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 1,200.00
82	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp & Landing, to include landing and detectable warning plates (truncated domes)	EA	$ 1,700.00
83	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 1,850.00
84	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include landing and detectable warning plates (truncated domes)	EA	$ 2,500.00

No.	Description	Unit	Unit Price
85	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 3,000.00
86	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 3,000.00
87	Install 6" Wide Retaining Wall with Integral 5" Sidewalk (1-6" Height) (Sidewalk Paid Separately)	LF	$ 35.00
88	Install 6" Wide Retaining Wall with Integral 5" Sidewalk (7-12" Height) (Sidewalk Paid Separately)	LF	$ 40.00
89	Install 6" Wide Vertical Retaining Wall, 6" High	LF	$ 30.00
90	Install 6" Wide Vertical Retaining Wall, 9" High	LF	$ 40.00
91	Install 6" Wide Vertical Retaining Wall, 12" High, to include necessary footing	LF	$ 45.00
92	Install 6" Wide Vertical Retaining Wall, 18" High, to include necessary footing	LF	$ 48.00
93	Install 6" Wide Vertical Retaining Wall, 24" High, to include necessary footing	LF	$ 60.00
94	Install 6" Wide Vertical Retaining Wall, 36" High, to include necessary footing	LF	$ 85.00
95	Install Millsap Stone Fascia/Cladding, over Retaining Walls12" or Higher	SF	$ 35.00
96	Install Steel Tubular Pedestrian Handrail (TXDOT PRD-13, Type 'B')	LF	$ 175.00
97	Irrigation Main Repair/Relocation, 0-500 LF	LF	$ 30.00
98	Irrigation Main Repair/Relocation, 500+ LF	LF	$ 20.00
99	Install Topsoil	CY	$ 55.00
100	Install Sod, 1-2' Bermuda	SY	$ 6.50
101	Install Sod, 1-2' St. Augustine	SY	$ 6.50
102	Install Grass Seed	SY	$ 2.00
103	Unclassified Excavation, to include off-site disposal, 0-50 CY	CY	$ 25.00
104	Unclassified Excavation, to include off-site disposal, 51-100 CY	CY	$ 20.00

During the term of the contract, the successful vendor will be required to provide an itemized written quote for each miscellaneous concrete replacement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

ATTACHMENT B
REFERENCES
WORKSHEET

1. Company Name: City Of Allen Parks and Recreation Department

Contact Name: Mr. Zach Francis

Phone Number: 214 509 3350 Office –Cell 972 897 8658

Effective Dates: 2011 to 2016

Description of Services: Removal and replacement of Trails, Curb and gutters, ADA Ramps,, Pavers, Parking lot repair, ball field and Roller Skat Park removal and replacement.

2. Company Name: City Of Richardson Parks and Recreation Department

Contact Name: Mr. Bobby Kinser

Phone Number: 214 908 4446--- 972 744 4470

Effective Dates:

Description of Services:
Grading, Removal and replacing of Trails and Sidewalks. Strom Drains, Curb and gutter, Parking lot , ADA Ramps at various parks.

3. Company Name: City Of Dallas Department of Public Works

Contact Name: Mr Kassem ElKhallil

Phone Number: 817 392 8742 -- 214 948 4620

Effective Dates:

Description of Services:

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of process is:

NAME: _____

PHYSICAL ADDRESS: _____

TELEPHONE NUMBER: _____

Bid Endorsement

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. **2017-6**

SUBMITTED BY:
V A Construction, Inc.

(OFFICIAL NAME OF PROPOSING FIRM)

By: _____
(Original Signature of Proposing Firm's Authorized Agent)

Must be signed for bid to be considered responsive

Akbar Ali
(Typed or Printed Name)

President
(Title)

3604 Marlborough Dr.,
(Mailing Address)

Plano, Texas 75075
(City, State, Zip Code)

vaakbarali@aol.com

(Email)

972 742 3435
(Telephone Number)

10-31-16
(Date Signed)

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, VA Construction, Inc

3604 Marlborough Dr , Plano, TX 75075

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Texas as Surety are held and firmly bound unto the

Flower Mound, TX

2121 Cross Timbers Rd., Flower Mound, TX 75028 as Obligee,

in the amount of Five Percent of Greatest Amount Bid (5% of GAB) DOLLARS

lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surely bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make an award to the principal for:

Sidewalks Links and AFA Improvements

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 1st day of November 2016.

Witness

VA Construction, Inc
Principal

BY _____ (Seal)

OKLAHOMA SURETY COMPANY

BY _____ (Seal)
Brent M. Blonigan
Attorney-in-fact

Attachment 1

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Brent M. Blonigan, Rob Dreiling, Debbie Palmer and Kara Pierce, all of RICHARDSON, TX

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 05 day of October , 2016

OKLAHOMA SURETY COMPANY CORPORATE SEAL OHIO

OKLAHOMA SURETY COMPANY

ATTEST: Sharon Hackl

SHARON HACKL Secretary

Todd Bazata

TODD BAZATA VICE PRESIDENT

On this 05 day of October , 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

JULIE CALLAHAN NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA WAGONER COUNTY

Commission # 11008253

My Commission expires: 09-08-19

Julie Callahan

JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of November 2016

OKLAHOMA SURETY COMPANY CORPORATE SEAL OHIO

Sharon Hackl

SHARON HACKL Secretary

VOID IF BOX IS EMPTY

Attachment 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: RONALD J THREADGILL, AGENT
BUSINESS INSURANCE GUILD 972-235-3514 P.O. BOX 832087 RICHARDSON, TX 75083	PHONE (A/C, No, Ext): 972-235-3514 FAX (A/C, No): 972-664-1977 E-MAIL ADDRESS: RON@BUSINESSINSURANCEGUILD.COM

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
VA CONSTRUCTION, INC 3604 MARLBORAUGH DR. PLANO, TX 75075	INSURER A: SCOTTSDALE INSURANCE COMPANY	
	INSURER B: NATIONAL INDEMNITY GROUP OF INS CO.	
	INSURER C: FOREMOST INSURANCE CO.	
	INSURER D: COMMERCE & INDUSTRY INS., CO	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 102106 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	CPS2469466	08/04/2016	08/04/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	73APR339477	08/27/2016	08/27/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	EBU038176816	10/20/2016	10/20/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	08302616	07/31/2016	07/31/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERAL CONTRACTOR OPERATIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER WRITTEN CONTRACT AND/OR ONGOING OPERATIONS.

CERTIFICATE HOLDER

CITY OF FLOWER MOUND
2121 CROSS TIMBERRS RD.
FLOWER MOUND, TX 75028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ron Threadgill

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Excavating of Streets, Paving of Streets, Sidewalks, Curb and Gutter, Inlets, Storm Drains, warer lines, waste water, Retaining walls,, Gabians sloop protection, ADA Ramps. Several Streets in the City Of Dallas.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____as Town in the penal sum of _____ dollars ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the principal has submitted to Town of Flower Mound a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____.

NOW THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the principal shall execute and deliver a contract (properly completed in accordance with said bid) and shall, if required by the Specifications or General Conditions, furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, _____.

PRINCIPAL:

_____

BY:_____

SURETY:

_____

BY: _____
Attorney-in-Fact

Town of Flower Mound
Bid No. 2017-6

SIDEWALK LINKS & ADA IMPROVEMENTS
ANNUAL CONTRACT

I. Introduction

The Town of Flower Mound (Owner) is soliciting bids to establish an annual fixed-price contract prices for sidewalk and ADA improvements to be performed at various locations within the Town of Flower Mound as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four (4) optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. The estimated annual expenditure for this service is $190,000. Orders will be placed on an as needed basis as determined by the Town.

All bid prices submitted to perform the services as described in this bid will be all inclusive, F.O.B. Destination, Town of Flower.

Each bid shall be accompanied by either a cashier's check, a certified check, or an acceptable bid bond in an amount of not less than five percent (5%) of the total amount of the bid, made payable without conditions to "Town of Flower Mound, Texas", and the amount of the said Bid Bond may be retained by and forfeited to the Town as liquidated damages if the bid covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within the fifteen (15) days after such award is made by the Town.

II. Scope of Services

The successful vendor will be required to perform the following services placed at locations as instructed by the Town's Representative. These specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for constructing and completing the various units or elements of the project. The specifications are intended to be written so that only first class workmanship and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to omit one or more details will not relieve the CONTRACTOR of full responsibility for providing a completed project of high quality, first class finish and appearance, and satisfactory for operation, all within the apparent intent the contract.

III. Special Provisions

Note: The specification references shown in the Proposal are for either the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2004), the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, Fourth Edition (October 2004), or the Town of Flower Mound applicable specification item number(s). The changes to the various item sections and/or standard specification language, such as; materials, construction, measurement and payment of

those items will be noted in the plans and in the pay item descriptions below. Such changes include redefining "Department" as the "Town" to make the specifications applicable.

BASIS OF PAYMENT

A. The "Bid Price" for each and every item as set forth in the Bid Proposal shall include, unless otherwise specified, the furnishing of all labor, tools, material, machinery, appliances, plant and equipment, and appurtenances to and necessary for the construction and completion in a first class, workmanlike manner of all Work as herein specified in strict accordance with the Contract Documents, Construction Drawings or Plans, and Technical Specifications.

B. The "Bid Price" shall also include any and all kinds, amount or class of excavation, backfilling, pumping or drainage, sheeting, and shoring and bracing; disposal of any and all surplus materials; permanent protection of all overhead, surface or underground structures; removal and replacement of any poles, conduits, pipelines, fences, appurtenances and connections; cleaning up; overhead expense; bond; public liability and compensation for property damage insurance; patent fees and royalties; risk due to the elements; and profits, unless otherwise specified.

C. The "Bid Price" shall also include all other incidentals not specifically mentioned above that may be required to fully construct each and every item complete in place in accordance with the true intent and meaning of the Contract Documents and Technical Specifications.

D. The "Bid Price" for unit price items shall not be divided into sub-items. Unit price bid items shall be paid at the unit price bid, as described for the specific items in question, when the work is complete as specified.

E. The "Bid Price" for lump sum bid items may be divided into sub-items for partial payment, provided that the percentage of work complete for each sub-item may easily be determined by OWNER. Sub-items shall not exceed $50,000, with the exception of equipment packages and shall be separated into product/material cost and installation cost. Sub-items shall each contain a proportional amount of Contractor's Overhead and Profit.

F. Measurement for payment for each and every item set forth in the Bid Proposal shall be based on the actual measured and / or computed length, area, solid contents, number and weight of the bid item, unless otherwise specifically provided.

DESCRIPTION OF PAY ITEMS IDENTIFIED IN THE PROPOSAL

The following descriptions are intended to clarify the nature of the work required for this project.
The provisions of the standard technical specifications shall apply, except as noted herein:

- Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item.

- Contractor will be required to provide a material testing lab, with the Town's approval of the lab, to perform the various material testing as required by the specifications and ordinances of the Town. Payment is considered incidental to the various bid items of the project.

BID ITEMS NO. 1-4, 13, 14, 19, 20, 23-26, 37-56, 79, 80; Concrete Removal

The provisions of TxDOT Item 104, "Removing Concrete"; and the provisions of Town of Flower Mound Technical Specification Item 102, "Clearing and Grubbing" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to remove existing concrete in accordance with the specifications.

B. This item when called for in the plans shall include saw cutting the concrete and disposal of the material at an approved location outside of the project limits. This surplus material shall become property of the Contractor.

C. Existing street pavement will be demolished and removed in phases. Concrete shall be properly disposed of at an off-site location by the Contractor.

D. This item will also include any removal of trees, shrubs, plantings of any kind, striping, pavement markers, irrigation etc. which may conflict with the work. Any item required to be removed and not listed is considered incidental to this item.

E. The Contractor shall saw cut all concrete and/or asphalt pavement as shown on the removal plans per the construction phases shown in the plans. The removal of existing pavement is considered incidental to this pay item. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of excavated pavement. This plan is subject to approval of the Town. If stock pile(s) are located on private property, the Contractor must supply the Town with a written letter of permission from the property owner to include the final state of the land to be used.

F. All existing public utilities with a surface feature including, but not limited to, water valve stacks and lids, manholes, water meters, vaults, etc. shall be located prior to construction, protected during construction, and adjusted to final grade as necessary. This work shall be considered incidental to this pay item.

G. All franchise utilities with a surface feature including, but not limited to, manholes, vaults, etc. shall be located prior to construction and protected during construction. Contractor shall contact franchise utility and Town if adjustment to final grade is necessary. This work shall be considered incidental to this pay item.

H. Where trees, plants, shrubbery, etc., are adjacent to the line of work and are not to be removed or removed and replaced, the Contractor shall protect such trees, plants, shrubbery, etc. If such trees, plants, shrubbery, etc. could likely be damaged by machinery, etc., orange safety fencing with steel T-posts having a minimum height of 3' and as approved by the Town shall be utilized for protection. Hand excavation may also be required in vicinity of trees, plants, shrubbery, etc., that are to remain. The Contractor shall not permit machinery or employees to scrape, tear the limbs from, damage, or attach guy cables to existing trees that are to remain in place. The Contractor shall be responsible for all damages to adjacent trees, plants, shrubbery, etc., that are to remain and any such damage shall be remedied to the satisfaction of the Town.

I. Measurement for this bid item shall be per the UNIT of measurement for each particular bid item. Estimated quantities shown on the Proposal is for information only. This is considered a plans quantity item and will include all items, whether shown or not, to be removed at no additional payment.

J. Payment for this bid item shall be paid for at the unit price bid for "Remove Reinforced Concrete" of the thickness, type and quantity specified.

BID ITEMS NO. 5-12, 15-18 & 21-22; Reinforced Concrete Installation (Pavement, Driveway & Drive Approach)

The provisions of TxDOT Item 360 "Concrete Pavement", Item 361 "Full-Depth Repair of Concrete Pavement" Item 421, "Hydraulic Cement Concrete", and Item 440, "Reinforcing Steel" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's sole discretion at the Contractor's expense.

B. The Contractor shall provide a mix design that will achieve the required breaking strength. Concrete shall be a class of concrete designed to meet a minimum average compressive strength of 3,000 psi at 3 days and 3,600 psi at 28 days and shall meet all of NCTCOG requirements.

C. Thicknesses for concrete shall be as specified by bid item or clarified below:

1. Concrete used for driveway approaches shall be a minimum of six inches (6").

D. Concrete Street Headers, when required by the Owners, are considered incidental to this item and will not be paid for separately.

E. Measurement for this bid item shall be per SQUARE YARD.

F. Payment for concrete pavement shall be paid for at the unit price bid for "Install Reinforced Concrete" of the thickness, type and quantity specified.

BID ITEMS NO. 27-32; Reinforced Concrete Sidewalk Installation

The provisions of TxDOT Item 531, "Sidewalks" Item 360, "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete" and Item 440, "Reinforcing Steel." shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's

sole discretion at the Contractor's expense.

B. Thickness for concrete used on sidewalks shall be four inches (4") and be Class 'C' concrete designed to meet an average compressive strength of 3,600 psi at 28 days.

C. Trees may require trimming to meet ADA standards. If trimming is required, it shall be incidental to the "Install Reinforced Concrete Sidewalk" bid item.

D. Contractor is responsible for ensuring that all pedestrian improvements meet current ADA/TDLR guidelines and requirements. Removal and replacement or modification of any pedestrian amenity constructed by the Contractor not meeting TDLR/ADA requirements and/or failing the TDLR inspection shall be done at the cost of the Contractor.

E. Measurement for this bid item shall be per SQUARE YARD.

F. Payment for concrete sidewalk shall be paid for at the unit price bid for "Install Reinforced Concrete Sidewalk" of the width, thickness, type and quantity specified.

BID ITEMS NO. 33-36; 5-1/2" Reinforced Concrete Trail Installation

The provisions of TxDOT Item 360 "Concrete Pavement", Item 361 "Full-Depth Repair of Concrete Pavement" Item 421, "Hydraulic Cement Concrete", and Item 440, "Reinforcing Steel", and the Town of Flower Mound Technical Specification for "Multi-Use Concrete Trail" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete trails including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's sole discretion at the Contractor's expense.

B. The Contractor shall provide a mix design that will achieve the required breaking strength. Concrete shall be a class of concrete designed to meet a minimum average compressive strength of 3,000 psi at 3 days and 3,600 psi at 28 days and shall meet all of NCTCOG requirements.

C. Grade trails with drainage swales on both sides and divert flows under trail sections with PVC and Headwall (Separate Pay Items), when required. Do not grade trail or location trail in situation that it will receive flows over the trail.

D. Finish with a heavy broom finish.

E. Measurement for this bid item shall be per SQUARE YARD.

F. Payment for concrete pavement shall be paid for at the unit price bid for "Install Reinforced Concrete Trail" of the quantity specified.

BID ITEMS NO. 57-76; Reinforced Concrete Curb, Curb & Gutter Installation

The provisions of TxDOT Item 529 "Concrete Curb, Gutter and Combined Curb and Gutter" and Item 360 "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete" and Item 440, "Reinforcing Steel" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide concrete curb and concrete curb and gutter in accordance with the specifications.

B. Curb height is six inches (6") tall.

C. Concrete shall be of the same class and compressive strength as the pavement.

D. Measurement for this bid item shall be per LINEAR FOOT.

E. Payment for this bid item shall be paid for at the unit price bid for "Install Reinforced Concrete Curb" and "Install Reinforced Concrete Curb & Gutter" of the width, type and quantity specified.

BID ITEMS NO. 81-86; Barrier Free Access/Curb Ramp and Landing

The provisions of TxDOT Items 360 "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete", Item 440, "Reinforcing Steel" and TxDOT Standard Sheet "Pedestrian Facilities" (PED-12A) or most current standard shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide curb ramp constructed at locations as directed by the Owner, in accordance with TxDOT Standard Sheet "Pedestrian Facilities" (PED-12A) and the U.S. Architectural and Transportation Barriers Compliance Board "Accessible Rights-Of-Way: A Design Guide".

B. Detectable warning surface shall consist of the following:

   1. Detectable Warning Plates shall be Armor-Tile Cast-in-Place System or Town approved equal. Color of Detectable Warning Plates shall be provided in 'Colonial Red' color from supplier.
   2. The Contractor shall submit the proposed truncated dome product to the Town for review and approval prior to placement if a different detectable surface is chosen.

C. Concrete shall be Class 'C' concrete design to meet a minimum average compressive strength of 3,600 psi at 28 days.

D. Contractor is responsible for ensuring that all pedestrian improvements meet current ADA/TDLR guidelines and requirements. Removal and replacement or modification of any pedestrian amenity constructed by the Contractor not meeting TDLR/ADA requirements and/or failing the TDLR inspection shall be done at the cost of the Contractor.

E. Measurement for this bid item shall be per EACH regardless of type or size.

F. Payment for this bid item shall be paid for at the unit price bid for "Install TxDOT (PED-12A) Curb

Ramp and Landing" of the type specified, regardless of the size.

BID ITEMS NO. 87-94; Install Retaining Wall

The provisions of TxDOT Items Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete", Item 440, "Reinforcing Steel", Item 445, "Galvanizing", Item 458, "Waterproofing Membranes for Structures" and Item 556, "Pipe Underdrains." shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to install a retaining wall at locations as directed by the Owner, in accordance with TxDOT Item 423 "Retaining Walls".

B. The concrete and fabrication for all retaining walls shall consist of the following:

   1. Cast-in-Place, Non-Reinforced, Class A Concrete. Meet Item 420, "Concrete Structures."
   2. Cast-in-Place, Reinforced, Class C Concrete. Meet Item 420, "Concrete Structures."
   3. Precast, Class H Concrete, f'c = 4,000 psi. Formed Precast meet Item 424, "Precast Concrete Structures (Fabrication)." Machine-Made Precast. Furnish machine-made concrete block units in accordance with ASTM C 90, sampled and tested in accordance with ASTM C 140. Furnish units with molded dimensions within 1/8 in. of specified dimensions, except height must be within 1/16 in.

C. Furnish backfill meeting Item 132, "Embankment," of the type specified in the plans. If no type is specified, provide material with a maximum plasticity index of 30 as determined by Tex-106-E.

D. Measurement for this bid item shall be per LINEAR FOOT regardless of type or size, complete in place.

E. Payment for this bid item shall be paid for at the unit price bid for "Retaining Wall" of the type and height specified.

BID ITEM NO. 95; Milsap Stone Fascia/Cladding

The provisions of TxDOT Item 423, "Retaining Walls", shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials, excavating, compacting and incidentals required to provide a finished variable height retaining wall with Texas Milsap stone facing in accordance with plans and specifications.

B. Contractor shall submit natural stone samples {Texas Milsap) to the Town for review and approval prior to commencing with any wall stone work.

C. Measurement and payment for this item shall be made on the basis of the SQUARE FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

D. Payment for this bid item shall be paid for at the unit price bid for "Install Milsap Stone

Fascia/Cladding" of the area specified.

BID ITEM NO. 96; Steel Tubular Pedestrian Handrail

A. This item shall include all material for the various parts of the steel tubular handrail. All material shall be cut to length, not sheared. After complete fabrication, blast clean steel railing before applying zinc coating.

B. Anchor bolts, nuts and washers for steel tubular handrail to concrete shall be provided in accordance with TxDOT Technical Specification 449 "Anchor Bolts, and must be hot-dip zinc coated in accordance with ASTM A153.

C. If anchor bolts are to be drilled in concrete, use bolts with expansion sleeves of an engineer-approved type. Place the bolts and expansion sleeves in the drilled holes and firmly tighten the bolts before tightening the nuts to their final position.

D. Measurement and payment for this item shall be made on the basis of the LINEAR FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

E. Payment for this bid item shall be paid for at the unit price bid for "Install Steel Tubular Handrail" of the length specified.

BID ITEMS NO. 97, 98; Irrigation Repair/Relocate

The provisions of TxDOT Items Item 170, "Irrigation System" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide irrigation repairs and/or relocation to the existing irrigation systems at locations as directed by the Owner, in accordance with TxDOT Item 170 "Irrigation System". Repairs or relocation to the existing irrigation heads / irrigation laterals are considered subsidiary to the bid item requiring the repair or relocation.

B. Materials. Unless otherwise shown on the plans, use materials that meet the following:

1. Irrigation Pipe. Use polyvinyl chloride (PVC) pipe meeting ASTM D 2241, SDR 13.5, SDR 17, SDR 21; or ASTM D 1785, Schedule 40.
2. Fittings. Furnish fittings as shown on the plans. PVC fittings must meet ASTM D 2466.
3. Encasement Pipe. Use PVC pipe meeting ASTM D 1785, Schedule 40, with an inside diameter at least 1 in. larger than the outside diameter of the irrigation pipe, unless otherwise shown on the plans.
4. Low-Voltage Wire. Use minimum 14 gauge UL-approved wire for direct burial.
5. Bentonite Slurry. Use a viscous mixture of commercial bentonite and fresh water containing 2% to 8% bentonite by weight.
6. Accessories. Use valves, sprinkler heads, and controllers that meet the requirements shown on the plans. Use backflow preventers that meet the requirements of the controlling water utility authority.

7. Electrical Service. For installations requiring over 100 volts, use materials meeting the requirements of Section 170.3.A, “Electrical Service.”

C. Construction. Perform irrigation system work under the supervision of a person possessing an irrigator’s license issued by the TCEQ. Provide documentation of this license. Perform electrical work in accordance with Article 8.9, “Workers and Equipment.” Follow the codes of the controlling utility authority for water and electrical connection and service. Coordinate irrigation system installation with plant installation, when plant installation is specified, to ensure that watering requirements are met. Prevent damage to vegetation, slopes, utilities, structures, and other amenities. Repair any damage within the right of way caused by the Contractor.

D. Excavation and Trenching. Excavate and trench to a sufficient depth to provide for a minimum of 12 in. soil cover for all lines or as shown on the plans. Use common trenches for irrigation lines and wire runs where feasible. Protect trenches and boring pits less than 5 ft. deep using approved methods. Protect trenches and boring pits 5 ft. deep or deeper in accordance with Item 402, “Trench Excavation Protection,” and Item 403, “Temporary Special Shoring.”

E. Boring. Bore at the locations shown on the plans or as directed. Avoid weakening or damaging roadways or other facilities. Bore the lengths in one direction only. Maintain horizontal and vertical alignment to an accuracy of 1 in. in 10 ft. Use water or other approved fluids in connection with boring operations only to lubricate cuttings. In unconsolidated soil formations, bentonite slurry may be used to consolidate cuttings for the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.

F. Measurement and payment for this item shall be made on the basis of the LINEAR FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

G. Payment for this bid item shall be paid for at the unit price bid for “Irrigation Retrofit” of the area and quantity specified.

BID ITEM NO. 99; Topsoil

The provisions of TxDOT Items Item 160, “Topsoil” shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide and install topsoil as directed by the Owner.

B. Use easily cultivated, fertile topsoil that is free from objectionable material, has a high resistance to erosion, and is able to support plant growth. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed.

C. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with the requirements of Article 7.19, “Preservation of Cultural and Natural Resources and the Environment.” Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5 to 8.5. Topsoil is subject to testing by the Engineer. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

D. Remove and dispose of objectionable material from the topsoil source before beginning the work. Stockpile topsoil, when necessary, in a windrow at designated locations along the right of way line or as directed. Keep source and stockpile areas drained during the period of topsoil removal and leave them in a neat condition when removal is complete. Before placing topsoil, cultivate the area to a depth of 4 in. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil as directed. Water and roll the topsoil with a light roller or other suitable equipment.

E. Measurement for this bid item shall be per CUBIC YARD, in vehicles at the point of delivery.

F. Payment for this bid item shall be paid for at the unit price bid for "Install Topsoil" of the type specified.

BID ITEMS NO. 100, 101; Sod Installation

The provisions of TxDOT Items Item 162, "Sodding for Erosion Control" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide and install sod at locations as directed by the Owner, in accordance with TxDOT Item 162 "Sodding for Erosion Control".

B. Materials. Use live, growing grass sod of the type specified on the plans. Use grass sod with a healthy root system and dense matted roots throughout the soil of the sod for a minimum thickness of 1 in. Do not use sod from areas where the grass is thinned out. Keep sod material moist from the time it is dug until it is planted. Grass sod with dried roots is unacceptable.

   1. Block Sod. Use block sod free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod."
   2. Fertilizer. Furnish fertilizer in accordance with Article 166.2, "Materials."
   3. Water. Furnish water in accordance with Article 168.2, "Materials."

C. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3, "Construction," and water in accordance with Article 168.3, "Construction." Plant between the average date of the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the Texas Almanac for the project area.

D. Finishing. Smooth and shape the area after planting to conform to the desired cross sections. Spread any excess soil uniformly over adjacent areas or dispose of the excess soil as directed.

E. Measurement for this bid item shall be per SQUARE YARD, regardless of the type.

F. Payment for this bid item shall be paid for at the unit price bid for "Sod Installation" of the type specified.

BID ITEM NO. 102; Seed Installation

The provisions of TxDOT Items Item 164, "Seeding for Erosion Control" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide and install sod at locations as directed by the Owner, in accordance with TxDOT Item 164 "Seeding for Erosion Control", as directed by the Owner.

B. Seed. Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity x Germination). Furnish seed of the designated species, in labeled unopened bags or containers to the Owner before planting. Use within 12 months from the date of the analysis. When Buffalograss is specified, use seed that is treated with KNO3 (potassium nitrate) to overcome dormancy.

   1. Planting. Use TxDOT Item 164 Tables 1 through 4 to determine the appropriate seed mix and rates as specified on the plans.
   2. Fertilizer. Furnish fertilizer in accordance with Article 166.2, "Materials."
   3. Water. Furnish water in accordance with Article 168.2, "Materials."

C. Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. When performing permanent seeding after an established temporary seeding, cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans..

D. Broadcast Seeding. Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil. When seed and water are to be distributed as a slurry during hydro-seeding, apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes.

E. Measurement for this bid item shall be per SQUARE YARD, regardless of the mix.

F. Payment for this bid item shall be paid for at the unit price bid for "Seed Installation" of the mix specified.

BID ITEMS NO. 103, 104; Earthwork (Excavation - Haul Off ONLY)

The provisions of TxDOT Item 110(Mod), "Excavation", shall apply except as modified or clarified below:

A. This item pertains to only the material excavated from the project limits and hauled away. Quantities for this bid item must be verified and approved by the Owner or Town representative prior to removal from the job site. Any haul off without prior consent will not be paid.

B. This item is full compensation for authorized excavation, drying, undercutting subgrade, reworking or replacing the undercut material in rock cuts, hauling, disposal of material offsite not

used elsewhere on the project, scarification and compaction, and equipment, labor, materials, tools, and incidentals. Excavation shall be performed in accordance with TxDOT Item 110(Mod).

C. Earthwork (Spoil) Haul Off and Dispose – Material excavated but not required for embankments shall be disposed of offsite by the Contractor at locations to be secured by Contractor. A permission letter from the property owner, allowing disposal, shall be furnished to the Engineer.

D. Measurement for this bid item shall be per CUBIC YARD.

E. Payment for this bid item shall be paid for at the unit price bid for "Earthwork (Excavation)".

DESCRIPTION OF NON-PAY ITEMS

Non-Pay Item 1; Traffic Control

The provisions of Town of Flower Mound Technical Specification Item 112, "Traffic Control", shall apply except as modified or clarified below:

A. Contractor shall submit proposed traffic control plan (TCP) changes to the Traffic Engineer and Town for approval. The traffic control plan must conform to the guidelines established in the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

B. Contractor shall provide access to existing driveways at all times. Any material required shall be placed at slope no steeper than 6:1 and is considered incidental to this bid item.

C. Measurement for Traffic Control shall be considered subsidiary to each type of bid item specified.

D. No direct payment for Traffic Control will be paid, unless deemed excessive and necessary by the direction of the Owner.

Non-Pay Item 2; Erosion and Sediment Control (SWPPP)

The provisions of Town of Flower Mound Technical Specification Item 113, "Erosion and Sedimentation Control (SWPPP)", shall apply except as modified or clarified below:

A. The construction activities for this project are less than an acre. Therefore, the Contractor shall follow the Small Construction Site Permit (TXR150000) for "Small Construction Activities" (disturbing less than 1 acre). Additional information regarding the TCEQ storm water permit program may be found at the internet at: http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_AIR.html

B. A Notice of Intent (NOI) and Notice of Termination (NOT) are not required.

C. Erosion and Sediment Control – Required temporary erosion control devices shall be installed by the Contractor prior to any construction activities. Temporary erosion control devices shall be completely removed from the project by the Contractor upon final stabilization as defined in the TPDES Permit TXR 150000 and prior to final payment. The work as specified in this section

shall include all labor, tools, equipment and incidentals necessary for furnishing, installing, maintaining and inspecting erosion and sedimentation control devices as required during the construction of the project.

D. The Contractor shall be responsible implementation and maintenance of Best Management Practices (BMP's) for selected erosion and sediment control devices and other related construction activities that have been attached to this specification, indicated on the plan sheets or as the Town deems warranted. Contractor shall implement Best Management Practices on this project.

E. Measurement for Erosion and Sediment Control shall be considered subsidiary to each type of bid item specified.

F. No direct payment for Erosion and Sediment Control will be paid, but shall be considered subsidiary to each bid item.

NON-BID ITEM NO. 3; Fine Grading

The provisions of TxDOT Items Item 162, "Sodding for Erosion Control" shall apply except as modified or clarified below:

A. This item includes all labor, materials, equipment, and services required to construct, shape, and finish earthwork to the required lines, fine grades, and cross sections as specified herein.

B. Properly placed and finished earthwork accomplished by fine grading is essential to the success of this project. Much of the areas to be planted in turfgrass have minimal surface gradients which must be properly finished to ensure positive surface drainage.

C. "Blue Top" Stakes: Wooden stakes shall be used to mark final fine grades. Stakes shall be capable of being driven fully into the ground without splitting and without pulverization of their tops. Nominal dimensions of stakes shall be not less than 2"x2"x8" long with all four sides beveled into a sharpened bottom point at one end and with a flat top on the other end. After being driven to the proper elevation, each stake top shall be securely fitted with a brightly colored attachment of fibrous plastic strands suitable for promoting visual identification of the driven stake.

D. The maximum allowable deviation from the required finished grades of a line or plane shall be a slope (gradient) of plus or minus 0.5% in a horizontal dimension of eight (8') feet maximum. This shall be field tested by using an eight (8') foot long straight edge. If the surface has a deviation of more than one-half (1/2") above or below the midpoint of the straight edge when its ends rest on high or low points, the finished grade will be unsatisfactory and shall be immediately corrected.

E. Surface gradients and flowlines may be similarly checked by the use of string lines and survey instruments. The Owner's Representative will be the judge of whether deviations from the designed gradients are acceptable or not.

F. The limits of areas to be fine graded shall generally correspond to the areas to be planted in turfgrass and to the areas to be paved. On this project, the entire area within the limits of the work

shall be fine graded.

G. Fine grading will not begin until all underground installations are complete, in place, tested to be working properly, and properly backfilled. Fine grading will not be attempted until construction which involves heavy vehicles is complete. Such vehicles cause rutting and over compaction.

H. If topsoil has been lost to erosion or construction operations it shall be replaced. If not recoverable on the site, topsoil shall be provided from an off-site source as "imported topsoil."

I. After fine grading is accomplished, it shall be the Contractor's responsibility to protect all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and accepted.

J. As a minimum, the following measures will be executed in the accomplishment of fine grading:

1. In place topsoil shall be used, or replacement topsoil shall first be placed and compacted to normal density at a depth of six (") inches and shall be rough graded to within 0.05 foot of finished grade.
2. Fine grading shall be executed by the placement and use of final grade stakes or “blue tops.” Final grade stakes shall be placed at intervals not to exceed seventy-five (75’) feet along the exact contour lines as dimensioned on the grading plan. The stakes will be driven to the exact even foot elevation of the contour and will then be marked with a brightly colored plastic attachment.
3. Final grade stakes will also be placed wherever a contour line makes a significant change of direction and on critical spot grades as directed by the Owner’s Representative.
4. Drainage Swales: Fine grading shall be executed as described above except that “blue top” final grade stakes will be placed at the points on the swale where grades are called out on the plans and on even contours on the swale bottom and on intervals not greater than fifty (50’) feet apart.
5. Fine grading will be executed with any or all of the following or other appropriate machinery: lightweight road grader, tractor box blade, discing machinery, weighted spike harrow, and weighted drags. Bull dozer blades or front end loader buckets are not acceptable devices for fine grading operations.
6. It is anticipated that some areas of topsoil may become over compacted and resistant to proper grading. Such areas will be loosened and pulverized with discing machinery and will then be recompacted to normal density before fine grading. The use of a watering truck to moisten dried and hardened areas may be necessary.

K. Satisfactorily fine graded areas shall be true in plane, even in gradient (slope), uniform in surface texture, and of normal compaction. Areas of loose granular soil pockets interspersed with over compacted soils are not acceptable. Fine graded areas for turf grass will promote complete surface drainage, will be ready for turf grass planting, and will ensure playability. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3, “Construction,” and water in accordance with Article 168.3, “Construction.” Plant between the average date of the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the Texas Almanac for the project area.

L. The Owner's Representative will perform instrumented checks of final grade stakes and surface gradients as he deems proper and necessary. Unsatisfactory areas will be regarded and corrected until they are acceptable. The Owner's Representative will be the judge of whether fine graded areas are acceptable or not.

M. "Blue top" final grade stakes in satisfactorily grades areas will be left in place.

N. The Contractor is responsible for the maintenance of all finished surface gradients in the project until the project is declared complete. However, the project will not be complete until other work is complete and all areas within the project limits are satisfactorily fine graded and all turf grass planting areas have been established with a uniform stand as specified. The Contractor will maintain erosion control measures over the entire area of the project up until final acceptance of the project by the Owner.

O. Topsoil: Densities of fine graded topsoil areas shall be at a minimum ninety-five percent (95%) of Standard Density ASTM D 698 with minus one to plus four percentage points above that of optimum moisture content (-1 to +4).

P. Other Subgrades in General: Earth embankment shall be compacted in lifts at a minimum ninety-five (95%) percent with the moisture content between minus one to plus four percentage points above that of optimum (-1 to +4).

Q. Earth Embankment Under Pavement: The top six (6") inches of natural earth comprising the subgrade for areas of pavement shall be at a minimum ninety-five (95%) percent of Standard AASHTO Density with the moisture content between minus one to plus four percentage points above that of optimum (-1 to +4).

R. Spot field tests of soil densities shall be required of the Contractor by the Owner's Representative at the Contractor's expense at the place and time of the Owner's choosing. Any area not meeting density control requirements shall be immediately excavated, reconstructed, and retested, at the expense of the Contractor, until satisfactory results are obtained. Test could be taken every 5,000 S.F.

S. Measurement for Fine Grading shall be considered subsidiary to each type of bid item specified.

T. No direct payment for Fine Grading will be paid, unless deemed excessive and necessary by the direction of the Owner.

TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PROCUREMENTS

1. APPLICABILITY: These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.

2. NOTIFICATION: The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, www.IonWave Technologies, Inc.com and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.

3. ADDENDA: Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/respondent to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. MINOR DEFECT: The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. ELECTRONIC SUBMISSIONS: The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

   The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for vendors to utilize the system for standard bids and proposals solicited by the Town. For Cooperative Procurements and Reverse Auctions ONLY, respondent agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the bid/proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.IonWave Technologies, Inc.com for further information.

7. PAPER SUBMISSIONS: Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the

company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. PRESENTATION OF BIDS/PROPOSALS: Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.

9. LATE SUBMISSIONS: The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.

10. PRICING: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    FOR BIDS ONLY: Prices offered cannot be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.

11. TAXES: The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.

12. WITHDRAWAL OF OFFER: Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.

13. F.O.B./DAMAGE: Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.

14. PREPARATION COST: All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.

15. TESTING: At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.

16. SAMPLES: At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.

17. QUALITY: Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and not restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

18. BID/PROPOSAL OPENINGS: All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

    The Town of Flower Mound will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Flower Mound's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town will notify the successful respondent upon award of the contract; and, if required by State law, all offers received will be available for inspection after award.

    For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

19. SUMMARY SHEET: Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and www.IonWave Technologies, Inc..com. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.

20. ANTI-COLLUSION: In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

21. NO PROHIBITED INTEREST: Respondent acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.

22. NON-RESIDENT BIDDERS: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed.

23. DELINQUENT TAXES: Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

24. MINIMUM STANDARDS FOR RESPONSIBILITY: A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Ability to comply with the required or proposed delivery schedule;
C. Have satisfactory record of performance;
D. Have a satisfactory record of integrity and ethics;
E. Be otherwise qualified and eligible to receive an award.

25. AWARD OF CONTRACT: The Town of Flower Mound reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price;
B. The reputation of the respondent and of the respondent's goods or services;
C. The quality of the respondent's goods or services;
D. The extent to which the goods or services meet the Town's needs;
E. The respondent's past relationship with the Town;
F. The total long-term cost to the Town to acquire the respondent's goods or services;
G. Any relevant criteria specifically listed herein or in the contract documents.

26. ACCEPTANCE: Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon

respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.

27. CONTRACT PERIOD: Unless otherwise stated in the specifications contained herein, the contract period for the bid/proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.

28. FUNDING: The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.

29. ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.

30. INTERLOCAL AGREEMENT: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.

31. CHANGE ORDER: The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted vendor. All change orders and modifications to the contract shall be processed through the Purchasing Division only.

32. DELIVERY PROMISE – PENALTIES: Where indicated, respondents must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). Do not quote shipping dates. When delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

33. DELIVERY TIMES: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Flower Mound location(s).

34. INSPECTION: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or

re-perform services in accordance with the terms and conditions of the contract and to the Town of Flower Mound's satisfaction.

35. INVOICES: Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.

36. PAYMENT TERMS: Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.

37. AUDIT: The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

38. INSURANCE: The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

39. PRICE ESCALATION: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.

40. PRICE REDUCTION: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

41. INDEMNITY: The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

42. PATENT RIGHTS: Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.

43. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Director of General Services within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Director of General Services within five (5) working days after award.

The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Director of General Services, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

44. TERMINATION FOR DEFAULT: The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.

45. TERMINATION FOR TOWN CONVENIENCE: Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after Town delivers written notice of such termination for convenience to the contracted vendor. Upon receipt of such notice from the Town, Vendor shall not thereafter incur, and Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Town shall have no liability to Vendor for lost or anticipated profit resulting therefrom.

46. REMEDIES: The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

47. VENUE: The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

48. DETERMINATION OF NON-RESPONSIBLE BIDDER: The Town may disqualify a vendor as non-responsible and its bid shall not be considered for reasons including, but not limited to, the following:

A. Reason for believing collusion exists among vendors.

B. Where the vendor, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
C. The vendor being in arrears on any existing contract or having defaulted on a previous contract.
D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
E. Uncompleted work that, in the judgment of the Town, will prevent or hinder the prompt completion of additional work if awarded.
F. Where the vendor, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
G. Where a vendor or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance with the Town's Code of Business Ethics.
H. Where a vendor, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

49. DETERMINATION OF NON-RESPONSIVE BID: The Town may disqualify a bid as non-responsive and it shall not be considered for reasons including, but not limited to, the following:

A. The bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Town.
B. Bid received after the time limit for receiving bids.
C. Bid was not signed.
D. Unbalanced value of any items.
E. Improper or insufficient bid guaranty, if required.
F. Bid did not meet specifications.
G. Bid did not contain all requested/required documents, submittals and/or samples.

EXHIBIT A

INSURANCE REQUIREMENTS
GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: $500,000 per occurrence / $1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

   a. Premises / Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease - Policy Limit, and $100,000 Disease – Each Employee.

3. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of $10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

   a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

   b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.

   d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

   The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Bid Endorsement

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 2017-6

SUBMITTED BY:

_____

(OFFICIAL NAME OF PROPOSING FIRM)

By: _____ *Must be signed for bid*
(Original Signature of Proposing Firm's Authorized Agent) *to be considered responsive*

_____

(Typed or Printed Name)

_____

(Title)

_____

(Mailing Address)

_____

(City, State, Zip Code)

_____

(Email)

_____

(Telephone Number)

_____

(Date Signed)

Attachment 2

THE TOWN OF FLOWER MOUND TEXAS	**CONTRACT**	**1. Contract No.:** 2017-6 **2. Contract Title:** Sidewalk Links and ADA Improvements **3. Council Approval Date**

4. Name and Address of Town
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

5. Name and Address of Contractor
Apex Concrete Construction, Incorporated
1080 Katy Road
Keller, Texas 76244
817-454-1995
Danny Porter, President
Apexconstruction57@gmail.com

6. Contract Agreed Amount:
Estimated annual amount $208,000

7. The Town of Flower Mound (Town) and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract:

Attachment A:	Unit Pricing Worksheet
Attachment B:	Specifications/Scope of Work
Attachment C:	Standard Terms and Conditions
Attachment D:	Insurance Provisions

8. Performance Period:
One (1) year with options to renew for four (4) additional one (1) year periods.

9. Approved as to Form:

N/A
Town's Legal Counsel

10. Apex Concrete Construction, Incorporated

By _____
(Signature of Authorized Representative)

Date Signed: 11-9-16

Print Name: DANNY PORTER

11. Town of Flower Mound

By _____
(Signature of Authorized Representative)

Date Signed: _____

Tom Hayden, Mayor

ATTACHMENT A

TOWN OF FLOWER MOUND

SIDEWALK LINKS & ADA IMPROVEMENTS
BID NO. 2017-6

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	$ 29.25
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	$ 27.00
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	$ 27.00
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	$ 22.50
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	$ 66.15
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	$ 65.25
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	$ 61.20
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	$ 61.20
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	$ 80.55
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	$ 77.40
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	$ 77.40
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	$ 65.25
13	Remove 4"-6" Reinforced Concrete Driveway 0-50 SY	SY	$ 27.00
14	Remove 4"-6" Reinforced Concrete Driveway 51-250 SY	SY	$ 24.75
15	Install 4" Reinforced Concrete Driveway 0-50 SY	SY	$ 54.00
16	Install 4" Reinforced Concrete Driveway 51-250 SY	SY	$ 54.00
17	Install 6" Reinforced Concrete Driveway 0-50 SY	SY	$ 66.15
18	Install 6" Reinforced Concrete Driveway 51-250 SY	SY	$ 65.25
19	Remove 4"-6" Reinforced Concrete Drive Approach 0-50 SY	SY	$ 29.25
20	Remove 4"-6" Reinforced Concrete Drive Approach 51-250 SY	SY	$ 27.00
21	Install 6" Reinforced Concrete Drive Approach 0-50 SY	SY	$ 66.15
22	Install 6" Reinforced Concrete Drive Approach 51-250 SY	SY	$ 65.25
23	Remove 4-5" Concrete Sidewalk, 0-50 SY	SY	$ 27.00
24	Remove 4-5"Concrete Sidewalk, 51-250 SY	SY	$ 27.00
25	Remove 4-5"Concrete Sidewalk, 251-500 SY	SY	$ 24.75
26	Remove 4-5"Concrete Sidewalk, 500+ SY	SY	$ 24.75
27	Install 4" Reinforced Concrete Sidewalk, 0-50 SY	SY	$ 54.00
28	Install 4" Reinforced Concrete Sidewalk, 51-250 SY	SY	$ 54.00
29	Install 4" Reinforced Concrete Sidewalk, 251-500 SY	SY	$ 53.10
30	Install 4" Reinforced Concrete Sidewalk, 501+ SY	SY	$ 53.10
31	Install 4" Exposed Aggregate Reinforced Concrete Sidewalk, 0-50 SY	SY	$ 76.50
32	Install 4" Exposed Aggregate Reinforced Concrete Sidewalk, 51-250 SY	SY	$ 72.00
33	Install 5-1/2" Reinforced Concrete Trail, 0-50 SY	SY	$ 63.00
34	Install 5-1/2" Reinforced Concrete Trail, 50-250 SY	SY	$ 63.00
35	Install 5-1/2" Reinforced Concrete Trail, 251-500 SY	SY	$ 60.75
36	Install 5-1/2" Reinforced Concrete Trail, 500+ SY	SY	$ 60.75
37	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	$ 2.50
38	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	$ 2.50
39	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	$ 2.50

No.	Description	Unit	Unit Price
40	Remove 6" Reinforced Integral Curb, 500+ LF	LF	$ 2.00
41	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	$ 3.50
42	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51-250 LF	LF	$ 3.50
43	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 251-500 LF	LF	$ 3.50
44	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 501+ LF	LF	$ 3.00
45	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 4.00
46	Remove 24" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 4.00
47	Remove 24" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 4.00
48	Remove 24" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 3.50
49	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 4.50
50	Remove 30" Reinforced Concrete Curb & Gutter, 51- 250 LF	LF	$ 4.50
51	Remove 30" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 4.50
52	Remove 30" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 4.00
53	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 4.50
54	Remove 36" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 4.50
55	Remove 36" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 4.50
56	Remove 36" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 4.00
57	Install 6" Reinforced Integral Curb, 0-50 LF	LF	$ 22.00
58	Install 6" Reinforced Integral Curb, 51-250 LF	LF	$ 22.00
59	Install 6" Reinforced Integral Curb, 251-500 LF	LF	$ 20.00
60	Install 6" Reinforced Integral Curb, 500+ LF	LF	$ 20.00
61	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	$ 32.00
62	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51-250 LF	LF	$ 32.00
63	Install 18" Reinforced Concrete Mountable Curb & Gutter, 251-500 LF	LF	$ 30.00
64	Install 18" Reinforced Concrete Mountable Curb & Gutter, 501+ LF	LF	$ 30.00
65	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 35.00
66	Install 24" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 35.00
67	Install 24" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 33.00
68	Install 24" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 33.00
69	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 37.50
70	Install 30" Reinforced Concrete Curb & Gutter, 51- 250 LF	LF	$ 37.50
71	Install 30" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 35.00
72	Install 30" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 35.00
73	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	$ 45.00
74	Install 36" Reinforced Concrete Curb & Gutter, 51-250 LF	LF	$ 45.00
75	Install 36" Reinforced Concrete Curb & Gutter, 251-500 LF	LF	$ 40.00
76	Install 36" Reinforced Concrete Curb & Gutter, 501+ LF	LF	$ 40.00
77	Saw Cut Full Depth Concrete Pavement	LF	$ 6.00
78	Saw Cut Full Depth Concrete Sidewalk	LF	$ 4.50
79	Remove Single Barrier Free Ramp & Landing	EA	$ 400.00
80	Remove Double Barrier Free Ramp & Landing	EA	$ 650.00
81	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 1225.00
82	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp & Landing, to include landing and detectable warning plates (truncated domes)	EA	$ 1375.00
83	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 1650.00
84	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include landing and detectable warning plates (truncated domes)	EA	$ 1650.00

No.	Description	Unit	Unit Price
85	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 1650.00
86	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include landing and detectable warning plates (truncated domes)	EA	$ 1650.00
87	Install 6" Wide Retaining Wall with Integral 5" Sidewalk (1-6" Height) (Sidewalk Paid Separately)	LF	$ 22.00
88	Install 6" Wide Retaining Wall with Integral 5" Sidewalk (7-12" Height) (Sidewalk Paid Separately)	LF	$ 28.00
89	Install 6" Wide Vertical Retaining Wall, 6" High	LF	$ 22.00
90	Install 6" Wide Vertical Retaining Wall, 9" High	LF	$ 25.00
91	Install 6" Wide Vertical Retaining Wall, 12" High, to include necessary footing	LF	$ 28.00
92	Install 6" Wide Vertical Retaining Wall, 18" High, to include necessary footing	LF	$ 32.00
93	Install 6" Wide Vertical Retaining Wall, 24" High, to include necessary footing	LF	$ 38.00
94	Install 6" Wide Vertical Retaining Wall, 36" High, to include necessary footing	LF	$ 45.00
95	Install Millsap Stone Fascia/Cladding, over Retaining Walls12" or Higher	SF	$ 20.00
96	Install Steel Tubular Pedestrian Handrail (TXDOT PRD-13, Type 'B')	LF	$ 45.00
97	Irrigation Main Repair/Relocation, 0-500 LF	LF	$ 10.00
98	Irrigation Main Repair/Relocation, 500+ LF	LF	$ 8.00
99	Install Topsoil	CY	$ 46.00
100	Install Sod, 1-2' Bermuda	SY	$ 20.00
101	Install Sod, 1-2' St. Augustine	SY	$ 25.00
102	Install Grass Seed	SY	$ 4.50
103	Unclassified Excavation, to include off-site disposal, 0-50 CY	CY	$ 20.00
104	Unclassified Excavation, to include off-site disposal, 51-100 CY	CY	$ 18.00

During the term of the contract, the successful vendor will be required to provide an itemized written quote for each miscellaneous concrete replacement job requested by Public Works, utilizing the descriptions as stated herein, and the unit prices submitted on this Bid Pricing Worksheet. Invoices will be submitted in the same manner.

ATTACHMENT B
REFERENCES
WORKSHEET

1. Company Name: City of South Lake Tx.
   Contact Name: Joe Walsh
   Phone Number: 817-709-9430
   Effective Dates: July-2015 - Current
   Description of Services: Concrete Services - Sidewalks - Streets - Curb & Gutter - H/C Ramps

2. Company Name: City of Keller
   Contact Name: Stanley Moore
   Phone Number: (682) 429-3934
   Effective Dates: April -2015 - Current
   Description of Services: Concrete Services - Sidewalks - Streets - Driveways - Sidewalks - Curb & Gutter - H/C Ramps

3. Company Name: City of North Richland Hills
   Contact Name: Boe Blankenship
   Phone Number: 817-781-4720
   Effective Dates: April 2015 - Current
   Description of Services: Concrete Repairs - Sidewalks - Streets Curb and Gutter, Handicap Ramps Etc.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____as Town in the penal sum of _____ dollars ($_____ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the principal has submitted to Town of Flower Mound a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____ _____.

NOW THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the principal shall execute and deliver a contract (properly completed in accordance with said bid) and shall, if required by the Specifications or General Conditions, furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, _____.

PRINCIPAL:

_____

BY:_____

SURETY:

_____

BY: _____
Attorney-in-Fact

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of process is:

NAME: _____

PHYSICAL ADDRESS: _____

TELEPHONE NUMBER:_____

Attachment 2

Town of Flower Mound
Vendor Information Form
RFB No. 2017-6
Sidewalk Links and ADA Improvements

Company Information

Please complete the following information for your firm to be added to the Town of Flower Mound's official Vendor Information list for this bid:

Company Name: Apex Concrete Construction Inc.

Principal Place of Business Address: 1080 Katy Rd.

Principal Place of Business City, State, Zip: Keller TX 76248

Principal Place of Business Phone Number: 817-454-1995

Principal Place of Business Fax Number: 817-337-8958

Email Address: Apexconstruction57@gmail.com

Submit completed form via email to: purchasing@flower-mound.com or fax to (972) 874-6478

Bid Endorsement

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS BID, WHEN ACCEPTED BY THE TOWN, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE TOWN. Acceptance may be acknowledged in writing by an Acceptance Letter or Purchase Order issued by the Town, or a Contract document issued by the Town and executed by both parties, followed by a Notice to Proceed issued by the Town. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Town. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. **2017-6**

SUBMITTED BY:

Apex Concrete Construction Inc
(OFFICIAL NAME OF PROPOSING FIRM)

By: _____
(Original Signature of Proposing Firm's Authorized Agent)

Must be signed for bid to be considered responsive

Danny Porter
(Typed or Printed Name)

President
(Title)

1080 Katy Road
(Mailing Address)

Keller TX 76244
(City, State, Zip Code)

Apexconstruction57@gmail.com
(Email)

817-454-1995
(Telephone Number)

10-25-16
(Date Signed)

Attachment 2

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62956755

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Cynthia Joe Cudd

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Apex Concrete Construction Inc.

Obligee: Town of Town of Flower Mound

Amount. $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 30th, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF MINNEHAHA)

On this 1st day of November, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2016

BID BOND
(Percentage)

Bond No. 62956755

KNOW ALL PERSONS BY THESE PRESENTS, That we Apex Concrete Construction Inc.
of 1080 Katy Rd, Keller, TX 76244
, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY
as Surety, are held and firmly bound unto Town of Town of Flower Mound
of
, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
Bid#2017-6
.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 1st day of November, 2016.

Principal

Apex Concrete Construction Inc.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: _____
Cynthia Joe Cudd, Attorney-in-Fact

Form F4595-8-2001

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 62956755.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash
Chicago, IL 60604

Telephone: (312) 822-5000

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Attachment 2

DATE (MM/DD/YYYY) 03/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tom Ramsey
FTR Insurance Services, LLC PO Box 382 Grapevine TX 76099	PHONE (A/C, No, Ext): (817) 442-4848 FAX (A/C, No): (866) 583-1550 E-MAIL ADDRESS: tomramsey@ftrinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied Property & Casualty Insurance Company	42579
INSURER B : Colonial County Mutual Insurance Company	29262
INSURER C : Accident Fund Insurance Company of America	10166
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Apex Concrete Construction, Inc.
1080 Katy Road
Fort Worth TX 76244

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	x	x	GLPO 3007568637	03/07/2016	03/07/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	x	x	BATX 3007568637	03/07/2016	03/07/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	WCV 6105139	10/20/2016	10/20/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			ACP 3007568637	03/07/2016	03/07/2017	Leased Rented Limit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Automobile Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability and Automobile Policy includes a blanket automatic waiver of subrogation enodorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
General Liability is Primary & Non-Contributory. Per Project Aggregate applies to the General Liability Policy.

CERTIFICATE HOLDER

Town of Flower Mound, the town, its officers, officials, employees,boards,commissions & volunteer
2121 Cross Timbers Rd
Flower Mound, TX 75028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <TR>

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Town of Flower Mound
Bid No. 2017-6

SIDEWALK LINKS & ADA IMPROVEMENTS
ANNUAL CONTRACT

I. Introduction

The Town of Flower Mound (Owner) is soliciting bids to establish an annual fixed-price contract prices for sidewalk and ADA improvements to be performed at various locations within the Town of Flower Mound as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four (4) optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. The estimated annual expenditure for this service is $190,000. Orders will be placed on an as needed basis as determined by the Town.

All bid prices submitted to perform the services as described in this bid will be all inclusive, F.O.B. Destination, Town of Flower.

Each bid shall be accompanied by either a cashier's check, a certified check, or an acceptable bid bond in an amount of not less than five percent (5%) of the total amount of the bid, made payable without conditions to "Town of Flower Mound, Texas", and the amount of the said Bid Bond may be retained by and forfeited to the Town as liquidated damages if the bid covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within the fifteen (15) days after such award is made by the Town.

II. Scope of Services

The successful vendor will be required to perform the following services placed at locations as instructed by the Town's Representative. These specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for constructing and completing the various units or elements of the project. The specifications are intended to be written so that only first class workmanship and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to omit one or more details will not relieve the CONTRACTOR of full responsibility for providing a completed project of high quality, first class finish and appearance, and satisfactory for operation, all within the apparent intent the contract.

III. Special Provisions

Note: The specification references shown in the Proposal are for either the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2004), the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, Fourth Edition (October 2004), or the Town of Flower Mound applicable specification item number(s). The changes to the various item sections and/or standard specification language, such as; materials, construction, measurement and payment of

those items will be noted in the plans and in the pay item descriptions below. Such changes include redefining "Department" as the "Town" to make the specifications applicable.

BASIS OF PAYMENT

A. The "Bid Price" for each and every item as set forth in the Bid Proposal shall include, unless otherwise specified, the furnishing of all labor, tools, material, machinery, appliances, plant and equipment, and appurtenances to and necessary for the construction and completion in a first class, workmanlike manner of all Work as herein specified in strict accordance with the Contract Documents, Construction Drawings or Plans, and Technical Specifications.

B. The "Bid Price" shall also include any and all kinds, amount or class of excavation, backfilling, pumping or drainage, sheeting, and shoring and bracing; disposal of any and all surplus materials; permanent protection of all overhead, surface or underground structures; removal and replacement of any poles, conduits, pipelines, fences, appurtenances and connections; cleaning up; overhead expense; bond; public liability and compensation for property damage insurance; patent fees and royalties; risk due to the elements; and profits, unless otherwise specified.

C. The "Bid Price" shall also include all other incidentals not specifically mentioned above that may be required to fully construct each and every item complete in place in accordance with the true intent and meaning of the Contract Documents and Technical Specifications.

D. The "Bid Price" for unit price items shall not be divided into sub-items. Unit price bid items shall be paid at the unit price bid, as described for the specific items in question, when the work is complete as specified.

E. The "Bid Price" for lump sum bid items may be divided into sub-items for partial payment, provided that the percentage of work complete for each sub-item may easily be determined by OWNER. Sub-items shall not exceed $50,000, with the exception of equipment packages and shall be separated into product/material cost and installation cost. Sub-items shall each contain a proportional amount of Contractor's Overhead and Profit.

F. Measurement for payment for each and every item set forth in the Bid Proposal shall be based on the actual measured and / or computed length, area, solid contents, number and weight of the bid item, unless otherwise specifically provided.

DESCRIPTION OF PAY ITEMS IDENTIFIED IN THE PROPOSAL

The following descriptions are intended to clarify the nature of the work required for this project.
The provisions of the standard technical specifications shall apply, except as noted herein:

- Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item.

- Contractor will be required to provide a material testing lab, with the Town's approval of the lab, to perform the various material testing as required by the specifications and ordinances of the Town. Payment is considered incidental to the various bid items of the project.

BID ITEMS NO. 1-4, 13, 14, 19, 20, 23-26, 37-56, 79, 80; Concrete Removal

The provisions of TxDOT Item 104, "Removing Concrete"; and the provisions of Town of Flower Mound Technical Specification Item 102, "Clearing and Grubbing" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to remove existing concrete in accordance with the specifications.

B. This item when called for in the plans shall include saw cutting the concrete and disposal of the material at an approved location outside of the project limits. This surplus material shall become property of the Contractor.

C. Existing street pavement will be demolished and removed in phases. Concrete shall be properly disposed of at an off-site location by the Contractor.

D. This item will also include any removal of trees, shrubs, plantings of any kind, striping, pavement markers, irrigation etc. which may conflict with the work. Any item required to be removed and not listed is considered incidental to this item.

E. The Contractor shall saw cut all concrete and/or asphalt pavement as shown on the removal plans per the construction phases shown in the plans. The removal of existing pavement is considered incidental to this pay item. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of excavated pavement. This plan is subject to approval of the Town. If stock pile(s) are located on private property, the Contractor must supply the Town with a written letter of permission from the property owner to include the final state of the land to be used.

F. All existing public utilities with a surface feature including, but not limited to, water valve stacks and lids, manholes, water meters, vaults, etc. shall be located prior to construction, protected during construction, and adjusted to final grade as necessary. This work shall be considered incidental to this pay item.

G. All franchise utilities with a surface feature including, but not limited to, manholes, vaults, etc. shall be located prior to construction and protected during construction. Contractor shall contact franchise utility and Town if adjustment to final grade is necessary. This work shall be considered incidental to this pay item.

H. Where trees, plants, shrubbery, etc., are adjacent to the line of work and are not to be removed or removed and replaced, the Contractor shall protect such trees, plants, shrubbery, etc. If such trees, plants, shrubbery, etc. could likely be damaged by machinery, etc., orange safety fencing with steel T-posts having a minimum height of 3' and as approved by the Town shall be utilized for protection. Hand excavation may also be required in vicinity of trees, plants, shrubbery, etc., that are to remain. The Contractor shall not permit machinery or employees to scrape, tear the limbs from, damage, or attach guy cables to existing trees that are to remain in place. The Contractor shall be responsible for all damages to adjacent trees, plants, shrubbery, etc., that are to remain and any such damage shall be remedied to the satisfaction of the Town.

I. Measurement for this bid item shall be per the UNIT of measurement for each particular bid item. Estimated quantities shown on the Proposal is for information only. This is considered a plans quantity item and will include all items, whether shown or not, to be removed at no additional payment.

J. Payment for this bid item shall be paid for at the unit price bid for "Remove Reinforced Concrete" of the thickness, type and quantity specified.

BID ITEMS NO. 5-12, 15-18 & 21-22; Reinforced Concrete Installation (Pavement, Driveway & Drive Approach)

The provisions of TxDOT Item 360 "Concrete Pavement", Item 361 "Full-Depth Repair of Concrete Pavement" Item 421, "Hydraulic Cement Concrete", and Item 440, "Reinforcing Steel" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's sole discretion at the Contractor's expense.

B. The Contractor shall provide a mix design that will achieve the required breaking strength. Concrete shall be a class of concrete designed to meet a minimum average compressive strength of 3,000 psi at 3 days and 3,600 psi at 28 days and shall meet all of NCTCOG requirements.

C. Thicknesses for concrete shall be as specified by bid item or clarified below:

1. Concrete used for driveway approaches shall be a minimum of six inches (6").

D. Concrete Street Headers, when required by the Owners, are considered incidental to this item and will not be paid for separately.

E. Measurement for this bid item shall be per SQUARE YARD.

F. Payment for concrete pavement shall be paid for at the unit price bid for "Install Reinforced Concrete" of the thickness, type and quantity specified.

BID ITEMS NO. 27-32; Reinforced Concrete Sidewalk Installation

The provisions of TxDOT Item 531, "Sidewalks" Item 360, "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete" and Item 440, "Reinforcing Steel." shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's

sole discretion at the Contractor's expense.

B. Thickness for concrete used on sidewalks shall be four inches (4") and be Class 'C' concrete designed to meet an average compressive strength of 3,600 psi at 28 days.

C. Trees may require trimming to meet ADA standards. If trimming is required, it shall be incidental to the "Install Reinforced Concrete Sidewalk" bid item.

D. Contractor is responsible for ensuring that all pedestrian improvements meet current ADA/TDLR guidelines and requirements. Removal and replacement or modification of any pedestrian amenity constructed by the Contractor not meeting TDLR/ADA requirements and/or failing the TDLR inspection shall be done at the cost of the Contractor.

E. Measurement for this bid item shall be per SQUARE YARD.

F. Payment for concrete sidewalk shall be paid for at the unit price bid for "Install Reinforced Concrete Sidewalk" of the width, thickness, type and quantity specified.

BID ITEMS NO. 33-36; 5-1/2" Reinforced Concrete Trail Installation

The provisions of TxDOT Item 360 "Concrete Pavement", Item 361 "Full-Depth Repair of Concrete Pavement" Item 421, "Hydraulic Cement Concrete", and Item 440, "Reinforcing Steel", and the Town of Flower Mound Technical Specification for "Multi-Use Concrete Trail" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete trails including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Owner's sole discretion at the Contractor's expense.

B. The Contractor shall provide a mix design that will achieve the required breaking strength. Concrete shall be a class of concrete designed to meet a minimum average compressive strength of 3,000 psi at 3 days and 3,600 psi at 28 days and shall meet all of NCTCOG requirements.

C. Grade trails with drainage swales on both sides and divert flows under trail sections with PVC and Headwall (Separate Pay Items), when required. Do not grade trail or location trail in situation that it will receive flows over the trail.

D. Finish with a heavy broom finish.

E. Measurement for this bid item shall be per SQUARE YARD.

F. Payment for concrete pavement shall be paid for at the unit price bid for "Install Reinforced Concrete Trail" of the quantity specified.

BID ITEMS NO. 57-76; Reinforced Concrete Curb, Curb & Gutter Installation

The provisions of TxDOT Item 529 "Concrete Curb, Gutter and Combined Curb and Gutter" and Item 360 "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete" and Item 440, "Reinforcing Steel" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide concrete curb and concrete curb and gutter in accordance with the specifications.

B. Curb height is six inches (6") tall.

C. Concrete shall be of the same class and compressive strength as the pavement.

D. Measurement for this bid item shall be per LINEAR FOOT.

E. Payment for this bid item shall be paid for at the unit price bid for "Install Reinforced Concrete Curb" and "Install Reinforced Concrete Curb & Gutter" of the width, type and quantity specified.

BID ITEMS NO. 81-86; Barrier Free Access/Curb Ramp and Landing

The provisions of TxDOT Items 360 "Concrete Pavement", Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete", Item 440, "Reinforcing Steel" and TxDOT Standard Sheet "Pedestrian Facilities" (PED-12A) or most current standard shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide curb ramp constructed at locations as directed by the Owner, in accordance with TxDOT Standard Sheet "Pedestrian Facilities" (PED-12A) and the U.S. Architectural and Transportation Barriers Compliance Board "Accessible Rights-Of-Way: A Design Guide".

B. Detectable warning surface shall consist of the following:

    1. Detectable Warning Plates shall be Armor-Tile Cast-in-Place System or Town approved equal. Color of Detectable Warning Plates shall be provided in 'Colonial Red' color from supplier.
    2. The Contractor shall submit the proposed truncated dome product to the Town for review and approval prior to placement if a different detectable surface is chosen.

C. Concrete shall be Class 'C' concrete design to meet a minimum average compressive strength of 3,600 psi at 28 days.

D. Contractor is responsible for ensuring that all pedestrian improvements meet current ADA/TDLR guidelines and requirements. Removal and replacement or modification of any pedestrian amenity constructed by the Contractor not meeting TDLR/ADA requirements and/or failing the TDLR inspection shall be done at the cost of the Contractor.

E. Measurement for this bid item shall be per EACH regardless of type or size.

F. Payment for this bid item shall be paid for at the unit price bid for "Install TxDOT (PED-12A) Curb

Ramp and Landing" of the type specified, regardless of the size.

BID ITEMS NO. 87-94; Install Retaining Wall

The provisions of TxDOT Items Item 420, "Concrete Structures", Item 421, "Hydraulic Cement Concrete", Item 440, "Reinforcing Steel", Item 445, "Galvanizing", Item 458, "Waterproofing Membranes for Structures" and Item 556, "Pipe Underdrains." shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to install a retaining wall at locations as directed by the Owner, in accordance with TxDOT Item 423 "Retaining Walls".

B. The concrete and fabrication for all retaining walls shall consist of the following:

   1. Cast-in-Place, Non-Reinforced, Class A Concrete. Meet Item 420, "Concrete Structures."
   2. Cast-in-Place, Reinforced, Class C Concrete. Meet Item 420, "Concrete Structures."
   3. Precast, Class H Concrete, f'c = 4,000 psi. Formed Precast meet Item 424, "Precast Concrete Structures (Fabrication)." Machine-Made Precast. Furnish machine-made concrete block units in accordance with ASTM C 90, sampled and tested in accordance with ASTM C 140. Furnish units with molded dimensions within 1/8 in. of specified dimensions, except height must be within 1/16 in.

C. Furnish backfill meeting Item 132, "Embankment," of the type specified in the plans. If no type is specified, provide material with a maximum plasticity index of 30 as determined by Tex-106-E.

D. Measurement for this bid item shall be per LINEAR FOOT regardless of type or size, complete in place.

E. Payment for this bid item shall be paid for at the unit price bid for "Retaining Wall" of the type and height specified.

BID ITEM NO. 95; Milsap Stone Fascia/Cladding

The provisions of TxDOT Item 423, "Retaining Walls", shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials, excavating, compacting and incidentals required to provide a finished variable height retaining wall with Texas Milsap stone facing in accordance with plans and specifications.

B. Contractor shall submit natural stone samples {Texas Milsap) to the Town for review and approval prior to commencing with any wall stone work.

C. Measurement and payment for this item shall be made on the basis of the SQUARE FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

D. Payment for this bid item shall be paid for at the unit price bid for "Install Milsap Stone

Fascia/Cladding" of the area specified.

BID ITEM NO. 96; Steel Tubular Pedestrian Handrail

A. This item shall include all material for the various parts of the steel tubular handrail. All material shall be cut to length, not sheared. After complete fabrication, blast clean steel railing before applying zinc coating.

B. Anchor bolts, nuts and washers for steel tubular handrail to concrete shall be provided in accordance with TxDOT Technical Specification 449 "Anchor Bolts, and must be hot-dip zinc coated in accordance with ASTM A153.

C. If anchor bolts are to be drilled in concrete, use bolts with expansion sleeves of an engineer-approved type. Place the bolts and expansion sleeves in the drilled holes and firmly tighten the bolts before tightening the nuts to their final position.

D. Measurement and payment for this item shall be made on the basis of the LINEAR FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

E. Payment for this bid item shall be paid for at the unit price bid for "Install Steel Tubular Handrail" of the length specified.

BID ITEMS NO. 97, 98; Irrigation Repair/Relocate

The provisions of TxDOT Items Item 170, "Irrigation System" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide irrigation repairs and/or relocation to the existing irrigation systems at locations as directed by the Owner, in accordance with TxDOT Item 170 "Irrigation System". Repairs or relocation to the existing irrigation heads / irrigation laterals are considered subsidiary to the bid item requiring the repair or relocation.

B. Materials. Unless otherwise shown on the plans, use materials that meet the following:

1. Irrigation Pipe. Use polyvinyl chloride (PVC) pipe meeting ASTM D 2241, SDR 13.5, SDR 17, SDR 21; or ASTM D 1785, Schedule 40.
2. Fittings. Furnish fittings as shown on the plans. PVC fittings must meet ASTM D 2466.
3. Encasement Pipe. Use PVC pipe meeting ASTM D 1785, Schedule 40, with an inside diameter at least 1 in. larger than the outside diameter of the irrigation pipe, unless otherwise shown on the plans.
4. Low-Voltage Wire. Use minimum 14 gauge UL-approved wire for direct burial.
5. Bentonite Slurry. Use a viscous mixture of commercial bentonite and fresh water containing 2% to 8% bentonite by weight.
6. Accessories. Use valves, sprinkler heads, and controllers that meet the requirements shown on the plans. Use backflow preventers that meet the requirements of the controlling water utility authority.

7. Electrical Service. For installations requiring over 100 volts, use materials meeting the requirements of Section 170.3.A, “Electrical Service.”

C. Construction. Perform irrigation system work under the supervision of a person possessing an irrigator’s license issued by the TCEQ. Provide documentation of this license. Perform electrical work in accordance with Article 8.9, “Workers and Equipment.” Follow the codes of the controlling utility authority for water and electrical connection and service. Coordinate irrigation system installation with plant installation, when plant installation is specified, to ensure that watering requirements are met. Prevent damage to vegetation, slopes, utilities, structures, and other amenities. Repair any damage within the right of way caused by the Contractor.

D. Excavation and Trenching. Excavate and trench to a sufficient depth to provide for a minimum of 12 in. soil cover for all lines or as shown on the plans. Use common trenches for irrigation lines and wire runs where feasible. Protect trenches and boring pits less than 5 ft. deep using approved methods. Protect trenches and boring pits 5 ft. deep or deeper in accordance with Item 402, “Trench Excavation Protection,” and Item 403, “Temporary Special Shoring.”

E. Boring. Bore at the locations shown on the plans or as directed. Avoid weakening or damaging roadways or other facilities. Bore the lengths in one direction only. Maintain horizontal and vertical alignment to an accuracy of 1 in. in 10 ft. Use water or other approved fluids in connection with boring operations only to lubricate cuttings. In unconsolidated soil formations, bentonite slurry may be used to consolidate cuttings for the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.

F. Measurement and payment for this item shall be made on the basis of the LINEAR FOOT and shall be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

G. Payment for this bid item shall be paid for at the unit price bid for “Irrigation Retrofit” of the area and quantity specified.

BID ITEM NO. 99; Topsoil

The provisions of TxDOT Items Item 160, “Topsoil” shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide and install topsoil as directed by the Owner.

B. Use easily cultivated, fertile topsoil that is free from objectionable material, has a high resistance to erosion, and is able to support plant growth. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed.

C. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with the requirements of Article 7.19, “Preservation of Cultural and Natural Resources and the Environment.” Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5 to 8.5. Topsoil is subject to testing by the Engineer. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

D. Remove and dispose of objectionable material from the topsoil source before beginning the work. Stockpile topsoil, when necessary, in a windrow at designated locations along the right of way line or as directed. Keep source and stockpile areas drained during the period of topsoil removal and leave them in a neat condition when removal is complete. Before placing topsoil, cultivate the area to a depth of 4 in. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil as directed. Water and roll the topsoil with a light roller or other suitable equipment.

E. Measurement for this bid item shall be per CUBIC YARD, in vehicles at the point of delivery.

F. Payment for this bid item shall be paid for at the unit price bid for "Install Topsoil" of the type specified.

BID ITEMS NO. 100, 101; Sod Installation

The provisions of TxDOT Items Item 162, "Sodding for Erosion Control" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide and install sod at locations as directed by the Owner, in accordance with TxDOT Item 162 "Sodding for Erosion Control".

B. Materials. Use live, growing grass sod of the type specified on the plans. Use grass sod with a healthy root system and dense matted roots throughout the soil of the sod for a minimum thickness of 1 in. Do not use sod from areas where the grass is thinned out. Keep sod material moist from the time it is dug until it is planted. Grass sod with dried roots is unacceptable.

   1. Block Sod. Use block sod free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod."
   2. Fertilizer. Furnish fertilizer in accordance with Article 166.2, "Materials."
   3. Water. Furnish water in accordance with Article 168.2, "Materials."

C. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3, "Construction," and water in accordance with Article 168.3, "Construction." Plant between the average date of the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the Texas Almanac for the project area.

D. Finishing. Smooth and shape the area after planting to conform to the desired cross sections. Spread any excess soil uniformly over adjacent areas or dispose of the excess soil as directed.

E. Measurement for this bid item shall be per SQUARE YARD, regardless of the type.

F. Payment for this bid item shall be paid for at the unit price bid for "Sod Installation" of the type specified.

BID ITEM NO. 102; Seed Installation

The provisions of TxDOT Items Item 164, "Seeding for Erosion Control" shall apply except as modified or clarified below:

A. This item includes all labor, equipment, materials and incidentals required to provide and install sod at locations as directed by the Owner, in accordance with TxDOT Item 164 "Seeding for Erosion Control", as directed by the Owner.

B. Seed. Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity x Germination). Furnish seed of the designated species, in labeled unopened bags or containers to the Owner before planting. Use within 12 months from the date of the analysis. When Buffalograss is specified, use seed that is treated with KNO3 (potassium nitrate) to overcome dormancy.

   1. Planting. Use TxDOT Item 164 Tables 1 through 4 to determine the appropriate seed mix and rates as specified on the plans.
   2. Fertilizer. Furnish fertilizer in accordance with Article 166.2, "Materials."
   3. Water. Furnish water in accordance with Article 168.2, "Materials."

C. Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. When performing permanent seeding after an established temporary seeding, cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans..

D. Broadcast Seeding. Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil. When seed and water are to be distributed as a slurry during hydro-seeding, apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes.

E. Measurement for this bid item shall be per SQUARE YARD, regardless of the mix.

F. Payment for this bid item shall be paid for at the unit price bid for "Seed Installation" of the mix specified.

BID ITEMS NO. 103, 104; Earthwork (Excavation - Haul Off ONLY)

The provisions of TxDOT Item 110(Mod), "Excavation", shall apply except as modified or clarified below:

A. This item pertains to only the material excavated from the project limits and hauled away. Quantities for this bid item must be verified and approved by the Owner or Town representative prior to removal from the job site. Any haul off without prior consent will not be paid.

B. This item is full compensation for authorized excavation, drying, undercutting subgrade, reworking or replacing the undercut material in rock cuts, hauling, disposal of material offsite not

used elsewhere on the project, scarification and compaction, and equipment, labor, materials, tools, and incidentals. Excavation shall be performed in accordance with TxDOT Item 110(Mod).

C. Earthwork (Spoil) Haul Off and Dispose – Material excavated but not required for embankments shall be disposed of offsite by the Contractor at locations to be secured by Contractor. A permission letter from the property owner, allowing disposal, shall be furnished to the Engineer.

D. Measurement for this bid item shall be per CUBIC YARD.

E. Payment for this bid item shall be paid for at the unit price bid for "Earthwork (Excavation)".

DESCRIPTION OF NON-PAY ITEMS

Non-Pay Item 1; Traffic Control

The provisions of Town of Flower Mound Technical Specification Item 112, "Traffic Control", shall apply except as modified or clarified below:

A. Contractor shall submit proposed traffic control plan (TCP) changes to the Traffic Engineer and Town for approval. The traffic control plan must conform to the guidelines established in the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

B. Contractor shall provide access to existing driveways at all times. Any material required shall be placed at slope no steeper than 6:1 and is considered incidental to this bid item.

C. Measurement for Traffic Control shall be considered subsidiary to each type of bid item specified.

D. No direct payment for Traffic Control will be paid, unless deemed excessive and necessary by the direction of the Owner.

Non-Pay Item 2; Erosion and Sediment Control (SWPPP)

The provisions of Town of Flower Mound Technical Specification Item 113, "Erosion and Sedimentation Control (SWPPP)", shall apply except as modified or clarified below:

A. The construction activities for this project are less than an acre. Therefore, the Contractor shall follow the Small Construction Site Permit (TXR150000) for "Small Construction Activities" (disturbing less than 1 acre). Additional information regarding the TCEQ storm water permit program may be found at the internet at: http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_AIR.html

B. A Notice of Intent (NOI) and Notice of Termination (NOT) are not required.

C. Erosion and Sediment Control – Required temporary erosion control devices shall be installed by the Contractor prior to any construction activities. Temporary erosion control devices shall be completely removed from the project by the Contractor upon final stabilization as defined in the TPDES Permit TXR 150000 and prior to final payment. The work as specified in this section

shall include all labor, tools, equipment and incidentals necessary for furnishing, installing, maintaining and inspecting erosion and sedimentation control devices as required during the construction of the project.

D. The Contractor shall be responsible implementation and maintenance of Best Management Practices (BMP's) for selected erosion and sediment control devices and other related construction activities that have been attached to this specification, indicated on the plan sheets or as the Town deems warranted. Contractor shall implement Best Management Practices on this project.

E. Measurement for Erosion and Sediment Control shall be considered subsidiary to each type of bid item specified.

F. No direct payment for Erosion and Sediment Control will be paid, but shall be considered subsidiary to each bid item.

NON-BID ITEM NO. 3; Fine Grading

The provisions of TxDOT Items Item 162, "Sodding for Erosion Control" shall apply except as modified or clarified below:

A. This item includes all labor, materials, equipment, and services required to construct, shape, and finish earthwork to the required lines, fine grades, and cross sections as specified herein.

B. Properly placed and finished earthwork accomplished by fine grading is essential to the success of this project. Much of the areas to be planted in turfgrass have minimal surface gradients which must be properly finished to ensure positive surface drainage.

C. "Blue Top" Stakes: Wooden stakes shall be used to mark final fine grades. Stakes shall be capable of being driven fully into the ground without splitting and without pulverization of their tops. Nominal dimensions of stakes shall be not less than 2"x2"x8" long with all four sides beveled into a sharpened bottom point at one end and with a flat top on the other end. After being driven to the proper elevation, each stake top shall be securely fitted with a brightly colored attachment of fibrous plastic strands suitable for promoting visual identification of the driven stake.

D. The maximum allowable deviation from the required finished grades of a line or plane shall be a slope (gradient) of plus or minus 0.5% in a horizontal dimension of eight (8') feet maximum. This shall be field tested by using an eight (8') foot long straight edge. If the surface has a deviation of more than one-half (1/2") above or below the midpoint of the straight edge when its ends rest on high or low points, the finished grade will be unsatisfactory and shall be immediately corrected.

E. Surface gradients and flowlines may be similarly checked by the use of string lines and survey instruments. The Owner's Representative will be the judge of whether deviations from the designed gradients are acceptable or not.

F. The limits of areas to be fine graded shall generally correspond to the areas to be planted in turfgrass and to the areas to be paved. On this project, the entire area within the limits of the work

shall be fine graded.

G. Fine grading will not begin until all underground installations are complete, in place, tested to be working properly, and properly backfilled. Fine grading will not be attempted until construction which involves heavy vehicles is complete. Such vehicles cause rutting and over compaction.

H. If topsoil has been lost to erosion or construction operations it shall be replaced. If not recoverable on the site, topsoil shall be provided from an off-site source as "imported topsoil."

I. After fine grading is accomplished, it shall be the Contractor's responsibility to protect all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and accepted.

J. As a minimum, the following measures will be executed in the accomplishment of fine grading:

1. In place topsoil shall be used, or replacement topsoil shall first be placed and compacted to normal density at a depth of six (") inches and shall be rough graded to within 0.05 foot of finished grade.
2. Fine grading shall be executed by the placement and use of final grade stakes or “blue tops.” Final grade stakes shall be placed at intervals not to exceed seventy-five (75’) feet along the exact contour lines as dimensioned on the grading plan. The stakes will be driven to the exact even foot elevation of the contour and will then be marked with a brightly colored plastic attachment.
3. Final grade stakes will also be placed wherever a contour line makes a significant change of direction and on critical spot grades as directed by the Owner’s Representative.
4. Drainage Swales: Fine grading shall be executed as described above except that “blue top” final grade stakes will be placed at the points on the swale where grades are called out on the plans and on even contours on the swale bottom and on intervals not greater than fifty (50’) feet apart.
5. Fine grading will be executed with any or all of the following or other appropriate machinery: lightweight road grader, tractor box blade, discing machinery, weighted spike harrow, and weighted drags. Bull dozer blades or front end loader buckets are not acceptable devices for fine grading operations.
6. It is anticipated that some areas of topsoil may become over compacted and resistant to proper grading. Such areas will be loosened and pulverized with discing machinery and will then be recompacted to normal density before fine grading. The use of a watering truck to moisten dried and hardened areas may be necessary.

K. Satisfactorily fine graded areas shall be true in plane, even in gradient (slope), uniform in surface texture, and of normal compaction. Areas of loose granular soil pockets interspersed with over compacted soils are not acceptable. Fine graded areas for turf grass will promote complete surface drainage, will be ready for turf grass planting, and will ensure playability. Plant the sod specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans. Apply fertilizer uniformly over the entire area in accordance with Article 166.3, “Construction,” and water in accordance with Article 168.3, “Construction.” Plant between the average date of the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the Texas Almanac for the project area.

L. The Owner's Representative will perform instrumented checks of final grade stakes and surface gradients as he deems proper and necessary. Unsatisfactory areas will be regarded and corrected until they are acceptable. The Owner's Representative will be the judge of whether fine graded areas are acceptable or not.

M. "Blue top" final grade stakes in satisfactorily grades areas will be left in place.

N. The Contractor is responsible for the maintenance of all finished surface gradients in the project until the project is declared complete. However, the project will not be complete until other work is complete and all areas within the project limits are satisfactorily fine graded and all turf grass planting areas have been established with a uniform stand as specified. The Contractor will maintain erosion control measures over the entire area of the project up until final acceptance of the project by the Owner.

O. Topsoil: Densities of fine graded topsoil areas shall be at a minimum ninety-five percent (95%) of Standard Density ASTM D 698 with minus one to plus four percentage points above that of optimum moisture content (-1 to +4).

P. Other Subgrades in General: Earth embankment shall be compacted in lifts at a minimum ninety-five (95%) percent with the moisture content between minus one to plus four percentage points above that of optimum (-1 to +4).

Q. Earth Embankment Under Pavement: The top six (6") inches of natural earth comprising the subgrade for areas of pavement shall be at a minimum ninety-five (95%) percent of Standard AASHTO Density with the moisture content between minus one to plus four percentage points above that of optimum (-1 to +4).

R. Spot field tests of soil densities shall be required of the Contractor by the Owner's Representative at the Contractor's expense at the place and time of the Owner's choosing. Any area not meeting density control requirements shall be immediately excavated, reconstructed, and retested, at the expense of the Contractor, until satisfactory results are obtained. Test could be taken every 5,000 S.F.

S. Measurement for Fine Grading shall be considered subsidiary to each type of bid item specified.

T. No direct payment for Fine Grading will be paid, unless deemed excessive and necessary by the direction of the Owner.

TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PROCUREMENTS

1. APPLICABILITY: These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.

2. NOTIFICATION: The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, www.IonWave Technologies, Inc.com and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.

3. ADDENDA: Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/respondent to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. MINOR DEFECT: The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.

6. ELECTRONIC SUBMISSIONS: The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

   The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for vendors to utilize the system for standard bids and proposals solicited by the Town. For Cooperative Procurements and Reverse Auctions ONLY, respondent agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the bid/proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.IonWave Technologies, Inc.com for further information.

7. PAPER SUBMISSIONS: Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the

company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

8. PRESENTATION OF BIDS/PROPOSALS: Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.

9. LATE SUBMISSIONS: The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.

10. PRICING: Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

    FOR BIDS ONLY: Prices offered cannot be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.

11. TAXES: The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.

12. WITHDRAWAL OF OFFER: Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.

13. F.O.B./DAMAGE: Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.

14. PREPARATION COST: All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.

15. TESTING: At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.

16. SAMPLES: At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.

17. QUALITY: Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and not restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

18. BID/PROPOSAL OPENINGS: All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

    The Town of Flower Mound will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Flower Mound's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town will notify the successful respondent upon award of the contract; and, if required by State law, all offers received will be available for inspection after award.

    For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

19. SUMMARY SHEET: Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and www.IonWave Technologies, Inc..com. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.

20. ANTI-COLLUSION: In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

21. NO PROHIBITED INTEREST: Respondent acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.

22. NON-RESIDENT BIDDERS: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed.

23. DELINQUENT TAXES: Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.

24. MINIMUM STANDARDS FOR RESPONSIBILITY: A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Ability to comply with the required or proposed delivery schedule;
C. Have satisfactory record of performance;
D. Have a satisfactory record of integrity and ethics;
E. Be otherwise qualified and eligible to receive an award.

25. AWARD OF CONTRACT: The Town of Flower Mound reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

A. The purchase price;
B. The reputation of the respondent and of the respondent's goods or services;
C. The quality of the respondent's goods or services;
D. The extent to which the goods or services meet the Town's needs;
E. The respondent's past relationship with the Town;
F. The total long-term cost to the Town to acquire the respondent's goods or services;
G. Any relevant criteria specifically listed herein or in the contract documents.

26. ACCEPTANCE: Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon

respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.

27. CONTRACT PERIOD: Unless otherwise stated in the specifications contained herein, the contract period for the bid/proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.

28. FUNDING: The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.

29. ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.

30. INTERLOCAL AGREEMENT: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.

31. CHANGE ORDER: The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted vendor. All change orders and modifications to the contract shall be processed through the Purchasing Division only.

32. DELIVERY PROMISE – PENALTIES: Where indicated, respondents must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). Do not quote shipping dates. When delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.

33. DELIVERY TIMES: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Flower Mound location(s).

34. INSPECTION: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or

re-perform services in accordance with the terms and conditions of the contract and to the Town of Flower Mound's satisfaction.

35. INVOICES: Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.

36. PAYMENT TERMS: Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.

37. AUDIT: The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.

38. INSURANCE: The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.

39. PRICE ESCALATION: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.

40. PRICE REDUCTION: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.

41. INDEMNITY: The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

42. PATENT RIGHTS: Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.

43. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Director of General Services within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Director of General Services within five (5) working days after award.

The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Director of General Services, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

44. TERMINATION FOR DEFAULT: The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.

45. TERMINATION FOR TOWN CONVENIENCE: Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after Town delivers written notice of such termination for convenience to the contracted vendor. Upon receipt of such notice from the Town, Vendor shall not thereafter incur, and Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Town shall have no liability to Vendor for lost or anticipated profit resulting therefrom.

46. REMEDIES: The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

47. VENUE: The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

48. DETERMINATION OF NON-RESPONSIBLE BIDDER: The Town may disqualify a vendor as non-responsible and its bid shall not be considered for reasons including, but not limited to, the following:

A. Reason for believing collusion exists among vendors.

B. Where the vendor, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
C. The vendor being in arrears on any existing contract or having defaulted on a previous contract.
D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
E. Uncompleted work that, in the judgment of the Town, will prevent or hinder the prompt completion of additional work if awarded.
F. Where the vendor, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
G. Where a vendor or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance with the Town's Code of Business Ethics.
H. Where a vendor, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

49. DETERMINATION OF NON-RESPONSIVE BID: The Town may disqualify a bid as non-responsive and it shall not be considered for reasons including, but not limited to, the following:

A. The bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Town.
B. Bid received after the time limit for receiving bids.
C. Bid was not signed.
D. Unbalanced value of any items.
E. Improper or insufficient bid guaranty, if required.
F. Bid did not meet specifications.
G. Bid did not contain all requested/required documents, submittals and/or samples.

EXHIBIT A

INSURANCE REQUIREMENTS
GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: $500,000 per occurrence / $1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

   a. Premises / Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease - Policy Limit, and $100,000 Disease – Each Employee.

3. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of $10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

   a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

   b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.

   d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

   The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

TOWN COUNCIL AGENDA ITEM NO. 6
CONSENT ITEM

DATE: December 5, 2016

FROM: Brittni Barnett, Grants & Financial Analyst

ITEM: **Consider approval of a resolution authorizing the adoption of the Program Year 2015 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.**

BACKGROUND INFORMATION: This item is to consider approval of a resolution adopting Flower Mound's Program Year 2015 Consolidated Annual Performance & Evaluation Report (CAPER). The CAPER is required under the Town's Community Development Block Grant (CDBG). It describes the Town's progress in carrying out the housing and community development strategies identified in the Program Year 2015-2019 Consolidated Plan, which was submitted to the U. S. Department of Housing and Urban Development (HUD) in August of 2015.

In 2002, HUD recognized Flower Mound (the Town) as an Entitlement Community and awarded the Town a Community Development Block Grant (CDBG). Since that time, Flower Mound has received $3,134,373 in funding under this CDBG.

Receipt of grant funding is conditioned upon Flower Mound implementing and adhering to the Consolidated Plan, which identifies long-term strategies and annual activities that will be carried out to achieve the goals of providing decent housing, a suitable living environment, and expanded economic opportunities for Flower Mound residents of low- and moderate-income. Flower Mound's Program Year 2015 Annual Plan was approved by the Town Council on August 3, 2015. During this period, the Council designated available CDBG funds to be used: (1) for planning and administration; (2) the Residential Rehabilitation Program; (3) the Minor Home Repair Program and (4) to subsidize a call-in transportation service for the Town's elderly and severely handicapped. In addition to these activities, many other accomplishments benefited our community's low- and moderate-income residents during the year. The CAPER describes the ways in which the Town leveraged both federal and non-federal dollars to achieve these goals.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on November 15, 2016 to discuss the CAPER. The CAPER was also available for public comment for 30 days. Staff did not receive any comment during either of these opportunities for feedback.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Finance Review by: N/A

LEGAL REVIEW: Jeremy Page, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2015 CAPER as to form and legality.

ATTACHMENTS:

1. CAPER 2015 Resolution

RECOMMENDATION: Move to approve a resolution authorizing the adoption of the Program Year 2015 Consolidated Annual Performance & Evaluation Report, which is required under Flower Mound's Community Development Block Grant; and authorize the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. _____

TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Consolidated Annual Performance and Evaluation Report must be adopted by the Town of Flower Mound in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520; and

WHEREAS, the Consolidated Annual Performance and Evaluation Report has been made available for public review and comment for a 30-day period; and

WHEREAS, Flower Mound Community Development Block Grant staff held a public hearing to allow for public comments regarding the Consolidated Annual Performance and Evaluation Report; and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the residents of the Town to adopt the Consolidated Annual Performance and Evaluation Report for 2015 in order to comply with the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520, and to authorize the Mayor to execute said report on behalf of the Town of Flower Mound.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Flower Mound, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town of Flower Mound's Program Year 2015 Consolidated Annual Performance and Evaluation Report, attached hereto as Exhibit A is hereby adopted.

RESOLUTION NO. _____

SECTION 3

The Mayor is authorized to execute the Program Year 2015 Consolidated Annual Performance and Evaluation Report on behalf of the Town and submit it to the U. S. Department of Housing and Urban Development prior to December 31, 2016.

SECTION 4

This Resolution shall become effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE _____ DAY OF _____, 2016.

APPROVED:

_____
Thomas E. Hayden, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, TOWN ATTORNEY

Program Year 2015

Consolidated Annual Performance & Evaluation Report (CAPER)

For the period
October 1, 2015 – September 30, 2016

Prepared for the U. S. Dept. of Housing and Urban Development (HUD)

GOALS AND OUTCOMES

Summary of Progress Narrative

The Consolidated Annual Performance and Evaluation Report contains information about the Town of Flower Mound's accomplishments during the first year of our community's five-year Consolidated Plan (2015-2019) for Housing and Community Development. The report reflects Flower Mound's implementation of outcome performance measurement requirements described in the Federal Register Notice dated March 7, 2006. It also provides a description of how our jurisdiction's program provided new or improved availability/accessibility, affordability, sustainability of decent housing; a suitable living environment; and economic opportunity for Flower Mound's low-and moderate-income residents.

The Town of Flower Mound is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. During the 2015 Program Year (PY), October 1, 2015 through September 30, 2016, $177,667.00 in CDBG funds was made available to the Town of Flower Mound to further the objectives of our Consolidated Plan, which started in Program Year 2015 and will end in Program Year 2019. No program income was received.

Flower Mound expended $240,798.44 of CDBG funds and leveraged Town General funds during the year to help address identified housing, homeless, community development, anti-poverty and other special needs. The investments were allocated based on citizen input; research and analysis to identify service level weaknesses and areas of need; and Town Council goals and priorities. The Town's Program Year 2015 Annual Action Plan identified three specific objectives that were to be achieved during the year, using CDBG funds, and are reaffirmed in this annual report:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program and the Minor Home Repair Program.

- Offer transportation services for the Town's elderly who are 65 years or older and adults with severe disabilities who are 21 years or older.

- Carry out planning and program administration activities.

Assessment on the Use of Funds to Meet Highest Priorities Narrative

In PY 2015, the Town of Flower Mound accomplished all of the proposed outcomes and goals identified in the 2015-2019 Consolidated Plan and 2015 Annual Action Plan.

Preserve the Town's Existing Housing Stock:

- Residential Rehabilitation Program (CDBG Funds $116,017): Successfully completed four projects to assist low-to moderate-income homeowners with interior and exterior home rehabilitation.
- Minor Home Repair Program (CDBG Funds $30,000): Successfully completed two projects to assist low-to moderate-income homeowners with minor interior and exterior home repairs.

Town-wide Transportation Service (CDBG Funds $26,650): Subsidized 1,406 one-way rides to 27 of the Town's elderly residents who are 65 or older or residents with severe disabilities who are 21 or older.

Assist Social Service and Cultural Arts Providers (General Funds $253,380): Allocated funds to 21 agencies and organizations that are actively engaged in the provision of social services and cultural arts in Flower Mound.

RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Narrative

The Town offers two housing rehabilitation programs, which accounted for 82 percent of the total CDBG funding in PY 2015. In PY 2015, six homes were rehabilitated using CDBG funds. Four of the households assisted were White, one was African American and one was Asian.

Additionally, the Town's transportation service helped subsidize 1,406 one-way rides to 27 of the Town's elderly residents who are 65 or older or residents with severe disabilities who are 21 or older. Of these riders, 22 were White, one was African American, two were Asian, and two were classified as "Other multi-racial."

RESOURCES AND INVESTMENTS

Resources Made Available Narrative

In the 2015-2019 Consolidated Plan, the Town of Flower Mound identified the preservation of existing housing stock as a priority. The Town currently offers two housing rehabilitation programs that are funded by CDBG: the Minor Home Repair Program and the Residential Rehabilitation Program. These programs are not limited to a specific geographic area, but are only for low-to-moderate income homeowners that live within the Town of Flower Mound city limits. $146,017 or 82 percent of the total CDBG allotment was dedicated to housing rehabilitation projects for low-to-moderate income homeowners in 2015.

In PY 2015, the CDBG funding allocated for housing rehabilitation was:

- **65% for Residential Rehabilitation**

The Residential Rehabilitation Program is designed to assist low-and moderate-income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program pays for rehabilitation up to $60,000. In PY 2015, $116,017 was allocated for the program, and a total of four homes were completed.

- **17% for Minor Home Repair**

The Minor Home Repair Program is designed to assist low-and moderate-income homeowners in Flower Mound with minor repairs of their single-family, owner-occupied houses. The program pays for minor repairs up to $15,000. In PY 2015, $30,000 was allocated for the program and a total of two homes were repaired.

Additionally, in the 2015-2019 Consolidated Plan, the Town of Flower Mound identified Town-wide transportation as a priority. This program provides transportation to locations within the Town of Flower Mound, the City of Lewisville and the City of Highland Village and is only for Town of Flower Mound residents age 65 or older and/or residents who are 21 or older with a severe disability. In FY 2015, $26,650 or 15 percent of the total CDBG allotment was dedicated to the Town-wide Transportation Program. The Town contracts with Special Programs for Aging Needs (SPAN) to provide the service and, if needed, supplements the CDBG funds with Town General Funds.

Geographic Distribution and Location of Investments Narrative
Because of the size of the Town's allocation of CDBG funding, the Town's Community Development Block Grant Executive Advisory Committee decided not to target a certain area or region of the Town to focus its programming efforts. All of the activities implemented using CDBG funds are open to all qualified residents of Flower Mound and are intended to have a town-wide benefit.

Leveraging and Match Narrative
The Town of Flower Mound's Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, Financial Services utilizes CDBG funds as well as resources allocated by the Town Council. The Town Council makes available more than $200,000 a year in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

There are not match requirements for CDBG funds.

AFFORDABLE HOUSING

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.
The Town of Flower Mound proposed to use 82 percent of its 2015 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to-moderate income households. It was anticipated that two households would be served through the Town's Residential Rehabilitation Program and two households would be served through its new Minor Home Repair Program.

These goals were met or exceeded. Four households were assisted through the Residential Rehabilitation Program, and two households were assisted through the new Minor Home Repair Program.

Discuss how these outcomes will impact future annual action plans.
The Town of Flower Mound will stay on track to meet its goals; no changes are needed at this time.

Narrative for Number of Persons Served at Each Income Level
The Town of Flower Mound expanded its housing rehabilitation program in PY 2015. The Minor Home Repair Program was instituted to provide an additional outlet for accomplishing the Town's goal of supplying decent, safe, sanitary and affordable housing; correcting health and safety hazards in deteriorated housing; and expanding the useful life of existing housing units. The addition of the Minor Home Repair program allowed the Town the opportunity to assist more low-and moderate income homeowners during PY 2015.

One hundred percent of all CDBG funding for the housing rehabilitation programs was dedicated to persons of low-to-moderate income. Six homes were completed in PY 2015, an increase of three homes from PY 2014. Of the six homes completed, 100% were occupied my moderate-income homeowners. Four of the six homes (~67%) were owned by seniors and three out of the six homes (50%) were owned by female head of households.

HOMELESS AND OTHER SPECIAL NEEDS

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

- **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:**
  Outreach to persons experiencing homelessness continued to be carried out by the Town's partners, such as Christian Community Action (CCA). Flower Mound continued to allocate a portion of its General Funds to support Christian Community Action and its efforts to prevent homelessness and provide needed services to the homeless population. At CCA, the needs of persons who are homeless are assessed routinely as part of program provision. In PY 2015, the Town allocated $253,380 of general funds to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

  The Town also continued its involvement with the Denton County Homeless Coalition (DCHC). DCHC conducts quarterly general body meetings and monthly steering committee meetings, both of which are attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations through the cities of Flower Mound, Lewisville and Denton regularly attend and participate. These meetings provided an opportunity for collaboration between the Town of Flower Mound and these organizations that work to assist the homeless and address their needs.

- **Addressing the emergency shelter and transitional housing needs of homeless persons:**
  The Town of Flower Mound does not receive Emergency Shelter Grant (ESG) funding. However, the Town continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county, such as emergency shelter and transitional housing.

- **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publically funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs:**
  As previously noted, the Town of Flower Mound made available $253,380 in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in, and for, the residents of Flower Mound. Some of these organizations included Christian Community Action, an organization that strives to assist the homeless and those at risk of becoming homeless by providing comprehensive services that alleviate suffering; PediPlace, an organization that provides primary care pediatric health services to children with limited access to care; and Denton County Friends of the Family, an organization that provides supportive services to those impacted by relationship violence and sexual assault.

Additionally, the Town of Flower Mound continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county.

- **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening he period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:**
  The Town continued its support of helping homeless and potentially homeless individuals by allocating General Funds to local social service agencies that are working to address this challenge, such as Christian Community Action. The Town also continued its participation in the Denton County Homeless Coalition, which brings together those fighting to end homelessness in Denton County, such as local service providers, churches and governments.

  The Town of Flower Mound also supplements the work of various Town-funded social service agencies to end chronic homelessness by promoting the preservation and maintenance of existing housing units through its Minor Home Repair Program and Residential Rehabilitation Program.

  The Town continues to carry out these programs and support these various organizations and agencies in order to address this challenge in a coordinated and proactive manner that reduces duplication of effort as much as possible.

PUBLIC HOUSING

Actions taken to address the needs of public housing:
This section is not applicable, as the Town of Flower Mound does not have a public housing authority. The Town also does not receive or administer funds for assisted housing. There are no plans for public housing in Flower Mound at this time. However, surrounding communities do administer assisted housing programs to residents of Flower Mound, such as the Denton Housing Authority, which is currently providing assistance to six families in Flower Mound.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership:
N/A

Actions taken to provide assistance to troubled PHAs:
N/A

OTHER ACTIONS

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building

codes, fees and charges, growth limitations, and policies affecting the return on residential investment:
During the 2015 Program Year, the Town's SMARTGrowth Commission and/or Planning and Zoning Commission continued their periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, schools and services. Examples of these efforts include:

- The Planning and Zoning Commission met regularly throughout the year. The members used Flower Mound's SMARTGrowth criteria to ensure growth does not occur at the expense of environmental quality, community character, or quality of life of the Town's residents. Commission members followed residential density criterion and the Town's Master Plan when reviewing residential development requests, which allowed for a wide range of housing opportunities.

- The SMARTGrowth Commission also met during the year, which provided an opportunity for members to discuss any potential issues with the SMARTGrowth criteria.

Additionally, The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, will bring any potential impediments to the attention of management and the Town Council. Examples of these efforts include:

- The Town's Planning Services Division is represented on the Town's Fair Housing Committee. This division reviews, administers and enforces Town codes and regulations pertaining to the development of commercial and residential property through the planning and zoning process. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

- The Town's Building and Inspections Division is represented on the Fair Housing Committee. This Division reviews building codes and enforces building, electrical, plumbing and mechanical code regulations within Flower Mound. Permits are required before performing any new construction or addition, alteration or repair of existing buildings, structures, plumbing, electrical or mechanical work. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

- The Developmental Services Department is represented on the Fair Housing Committee. This Department reviews impact fees and provides planning, design review, implementation, quality control and maintenance for the Town's infrastructure system and improvement projects. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

Actions taken to address obstacles to meeting underserved needs:
Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town allocated more than $250,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions taken to reduce lead-based paint hazards:
During the 2015 Program Year, the Town of Flower Mound continued to demonstrate its commitment to the eradication of lead-based paint hazards in the community.

In 2003, the Town formed a Lead-based Paint Task Force to determine what activities needed to be taken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public polices, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 homes in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website.

Based on the Task Force recommendations, the Town's Environmental Services Division was identified as Flower Mound's point of contact for lead-based paint issues. This Division continued to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website.

The Town currently sponsors two housing activities (the Residential Rehabilitation Program and the Minor Home Repair Program) that are carried out through the Community Development Block Grant Program. For these two programs, occupants of units constructed prior to 1978 receive proper notification of Lead-Based Paint (LBP) hazards and all projects are subject to the implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

During the 2015 Program Year, none of the homes assisted through the Town's housing activities required lead hazard remediation actions.

Actions taken to reduce the number of poverty-level families:
The Town of Flower Mound's actions to help reduce the number of poverty-level families during the 2015 Program Year included economic development activities, tax exemptions for the disabled and senior citizens, leveraging resources and serving as a referral source:

- Economic Development: 3.1% of Flower Mound families live below the poverty level (compared to 8.9% in Denton County and 17.7% in Texas) and the Town's unemployment rate of 4.3% is lower than Denton County's rate of 6.2%, the State's rate of 7.7%, and the Nation's rate of 9.2%, according to the American Community Survey 5-Year Estimates. Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, within Town limits, only 22.42% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 76.34% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the 2015 Program Year, Town staff continued its efforts, with the help of the local Chamber of Commerce, to provide business and retention development programs with incentives for economic development. As a result, the Town has seen the addition of more than 1,500 new jobs and 120 new businesses in the last year alone.

- Tax Exemptions: The Town maintained the exempted amount of the appraised value of residence homesteads for those with disabilities and individuals 65 years of age or older at $100,000.

- Leveraging Resources: Town staff continued to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services through outlets such as the Denton County Homeless Coalition and the quarterly Agency Roundtables hosted by the Town of Flower Mound and the City of Lewisville. Some of these organizations include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance.

- Referral Source: To help ensure that residents needing services are aware of available local providers, Town staff maintained established links to service providers on the Town website. In addition, the Town continued to post information about available job training, job search and financial management workshop opportunities on the Town's website, at the Town library and on the Town's cable television station. During the 2015 Program Year, six workshops were hosted by the Town Library. In total, 75 residents attended these workshops.

These actions assisted in reducing the number of poverty-level families in Flower Mound by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

Actions taken to develop institutional structure:
The Town continued to promote and emphasize the need for greater coordination between all social service agencies active in the Flower Mound area so as to minimize duplication of efforts. This was carried out through outlets such as the Denton County Homeless Coalition meetings and the quarterly Agency Roundtables hosted by the Town of Flower Mound and the City of Lewisville. Efforts to enhance coordination between local agencies, both public and private, will ensure that the information available is comprehensive, needs are being properly addressed and resources are being maximized.

Actions taken to enhance coordination between public and private housing and social service agencies:
The Town of Flower Mound continued to share information and leverage funds with area public and private housing, health and social service agencies. This helps ensure that access to needed services is available. The Town also continued to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders, through means such as quarterly Agency Roundtables sponsored by the Town of Flower Mound and the City of Lewisville.

The Town continues to make staff available as a referral source for families with low-to-moderate incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town continued to maintain the links to housing rights, access groups and other service providers on the Flower Mound website.

The Town also continued its involvement with the Denton County Homeless Coalition, an organization that includes a network of public and private housing, health and social service representatives throughout Denton County.

Finally, the Town continued its participation in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Identify actions taken to overcome the effects of any impediments in the jurisdictions' analysis of impediments to fair housing choice:
The Town of Flower Mound continues to demonstrate its commitment to overcoming the effects of impediments to fair housing choice. This position was solidified in 2012 when the Town passed a Fair Housing Ordinance, which declared the Town's commitment to ensure fair housing opportunities for all citizens, regardless of race, color, religion, handicap, sex, familial status or national origin. This ordinance was unanimously approved by the Town Council.

During the 2015 Program Year, The Fair Housing Committee conducted its annual review of the Town's Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis. However, the Fair Housing Committee discussed a few items that the Town should do to ensure that unanticipated barriers do not develop in the future. These items and the efforts the Town took to address them in the 2015 Program Year are listed below.

- The SMARTGrowth Commission continued its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.

- The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, commits to bringing any potential impediments to the attention of management and the Town Council.

- The Economic Development Department continued to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. As a result, the Town welcomed more than 1,500 new jobs and 120 new businesses during the 2015 Program Year.

- The Financial Services Department continued to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level. This was done through the outlet of the Denton County Homeless Coalition, where the Town's Grants and Financial Analyst serves as the Town's representative. The Grants and Financial Analyst also sits on the Denton County Homeless Coalition Steering Committee. Flower Mound's Community Outreach Committee, chaired by Finance staff, continued to meet quarterly. The Committee includes members who represent church, private sector, banking and social service organizations. Many of these members provided services to Flower Mound residents during the year. For example, Christian Community Action (CCA) provided $104,487 in financial relief and non-financial services to residents of the Town of Flower Mound, including family assistance services, food pantry visits, access to an adult health center, a back-to-school program and a Christmas program.

- The Community Services Department continued to ensure that residents with poverty-level incomes are made aware of job training, financial management and job search workshop

opportunities at the Town of Flower Mound Library. Seventy-five individuals attended these various workshops during the 2015 Program Year. Additionally, the Library provides online databases related to the job search process. These databases were available both onsite and remotely, which allowed residents access any time of day. Finally, the Library continued to purchase new books that relate to resume writing, interviewing, testing and starting a small business.

MONITORING

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

- **Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.**
  The Town of Flower Mound continually monitors programs and projects to ensure compliance with all applicable laws and regulations.

  Financial Services staff administers financial monitoring for all projects, programs and activities funded by CDBG. They ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. Additionally, the financial operations and expenditures of the Town are audited on an annual basis by an independent accounting firm.

  To ensure compliance with grant requirements, effectiveness in solving neighborhood and community problems, as well as adherence to the goals laid out in the Town's five-year Consolidated Plan and 2015 Annual Plan, Town staff conducts monitoring of all operational projects identified in the Annual Plan. Technical assistance is provided on a continuing basis.

  During the 2015 Program Year, no problems or issues were identified in any of the three CDBG projects that needed to be corrected during the review.

  Additionally, under the Town's Residential Rehabilitation Program and Minor Home Repair Program, Town staff administers and continuously monitors all projects implemented under these programs. Projects requested by residents are thoroughly evaluated for adherence to the program guidelines, including income eligibility. An environmental compliance checklist is completed for each project and the potential repairs are assessed for eligibility during an on-site evaluation by staff.

  As a result of this careful management and monitoring, Flower Mound's CDBG-funded programs continue to have a positive effect on solving neighborhood and community problems, especially in regards to reducing the potential for homelessness. While progress is slow due to a lack of available funding, our community is meeting priority needs and specific objectives that will help to make Flower Mound's vision of the future a reality. By collaborating and leveraging funds, we were able to provide opportunities for our low-and moderate-income residents to have access to decent housing, a suitable living environment, and expanded economic opportunity.

- **Description of the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**
  The Town's Citizen Participation Plan requires the Town to post public notices for performance reports in the newspaper and on the Town website to ensure that interested groups, agencies, organizations and individuals have an opportunity to provide comments regarding Flower Mound's use of federal grant funds under the Community Development Block Program. These requirements were designed especially to encourage participation by low- and moderate-income residents.

  During the comment period, a copy of the report was posted on the Town website, www.flower-mound.com, at the Town Library, located at 3030 Broadmoor Lane, and at Town Hall, located at 2121 Cross Timbers Road. On November 15, 2016, a public hearing was also held at Flower Mound's Town Hall in the Council Chambers. This meeting place is easily accessible to all Town residents, including those with disabilities. All meeting notices and the Town website noted that translation services were available upon request, and that persons with disabilities would also be accommodated upon request. Public notices announcing the hearing were issued two weeks prior to the hearing date. Information about the public hearing was published in the Denton Record-Chronicle, displayed at Town Hall in an area easily visible to all who entered the building, and posted on the Town website.

  No comments were received.

CDBG

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.
There were no changes to the Town of Flower Mound's program objectives. The Town of Flower Mound will continue to stay on track to meet the goals established in its 2015-2019 Consolidated Plan and annual Action Plans. No changes are needed at this time.

Does this jurisdiction have any open Brownsfields Economic Development Initiative (BEDI) grants?
No.

TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: December 5, 2016

FROM: David Bauer, Construction Manager

ITEM: **Consider approval of final acceptance and Change Order No. 1, for the Bakersfield Park Pedestrian Bridge project, and authorization for final payment to Humphry and Morton Construction Company, Inc., in the amount of $24,140.97; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION:

The Bakersfield Park Pedestrian Bridge project is complete. This item provides for the final project acceptance, Change Order No. 1, for a final payment of $24,140.97 (retainage less failed test of $99.38) for a total contract amount of $242,403.40.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $24,140.97

Proposed Expenditure:	Account Number(s):
$24,140.97	359-585-97059-6150

Finance Review by: Debra Wallace, Deputy Town Manager/CFO DW

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order # 1
2. Final Contract Estimate for Payment
3. Consent of Surety
4. Affidavit of Bills Paid

RECOMMENDATION: Move to approve final acceptance and Change Order No. 1, for the Bakersfield Park Bridge project, and authorize final payment to Humphry and Morton Construction Company, Inc., in the amount of $24,140.97; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER

Attachment 1

Effective Date: ective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: Humphry & Morton Construction Inc.
P.O. Box 8047
Fort Worth, Texas 76124

Project: Bakersfield Park Bridge Project

CHANGE ORDER NO. 1

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
7	Flowable Fill Under Bridge	Deduct	-4.00	CY	$314.20	($1,256.80)
8	PVC Coated Gabion Baskets	Deduct	-14.00	CY	$365.60	($5,118.40)
15	Construction Allowance for Unforseen Conditions.	Deduct	-0.1857	LS	$20,000.00	($3,714.00)
SUBTOTAL						**($10,089.20)**
Original Contract Price						$252,492.60
Change Order No. 1						($10,089.20)
Revised Contract Price						**$242,403.40**

JUSTIFICATION

CO1-7 Removes 4 cubic yards of flowable fill not required to complete.

CO1-8 Removes 4 cubic yards of PVC coated gabion baskets not required to complete.

CO1-15 Removes percentage of contingency not required to complete project.

Recommended for Approval — David Bauer, Construction Manager — Date

Approved — Thomas E. Hayden, Mayor — Date

Contractor — Date

Contractor Title

Attachment 2

CONTRACT ESTIMATE FOR PAYMENT

Project: **Bakersfield Park Pedestrian Bridge** **Estimate No.:** **3 & Final**

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
1	MOBILIZATION, BONDS AND INSURANCE	LS	1	$ 19,295.00	$ 19,295.00	1.00	0.00	1.00	$ 19,295.00	$ -	$ 19,295.00	100.00%
2	EROSION CONTROL MEASURES	LS	1	$ 10,417.00	$ 10,417.00	1.00	0.00	1.00	$ 10,417.00	$ -	$ 10,417.00	100.00%
3	SITE PREPARATION AND DEWATERING	LS	1	$ 19,025.00	$ 19,025.00	1.00	0.00	1.00	$ 19,025.00	$ -	$ 19,025.00	100.00%
4	24" DIAMETER REINFORCED CONCRETE PIERS	VF	198	$ 303.80	$ 60,152.40	198.00	0.00	198.00	$ 60,152.40	$ -	$ 60,152.40	100.00%
5	36"X18" REINFORCED CONCRETE GRADE BEAM	CY	15	$ 760.00	$ 11,400.00	15.00	0.00	15.00	$ 11,400.00	$ -	$ 11,400.00	100.00%
6	IMPORT AND PLACE OF FILL	CY	150	$ 59.70	$ 8,955.00	150.00	0.00	150.00	$ 8,955.00	$ -	$ 8,955.00	100.00%
7 CO1	FLOWABLE FILL UNDER BRIDGE	CY	26.00	$ 314.20	$ 8,169.20	26.00	0.00	26.00	$ 8,169.20	$ -	$ 8,169.20	100.00%
8 CO1	PVC COATED GABION BASKETS	CY	126.00	$ 365.60	$ 46,065.60	126.00	0.00	126.00	$ 46,065.60	$ -	$ 46,065.60	100.00%
9	PVC COATED GABION MATTRESS	SY	90	$ 135.20	$ 12,168.00	90.00	0.00	90.00	$ 12,168.00	$ -	$ 12,168.00	100.00%
10	30" ROCK RIPRAP	CY	22	$ 209.10	$ 4,600.20	22.00	0.00	22.00	$ 4,600.20	$ -	$ 4,600.20	100.00%
11	CONCRETE TRAIL	SY	22	$ 108.00	$ 2,376.00	22.00	0.00	22.00	$ 2,376.00	$ -	$ 2,376.00	100.00%
12	INSTALL NEW PEDESTRIAN RAILING	LF	20	$ 66.70	$ 1,334.00	20.00	0.00	20.00	$ 1,334.00	$ -	$ 1,334.00	100.00%
13	INSTALL RAILING MOW STRIP	LF	20	$ 25.50	$ 510.00	20.00	0.00	20.00	$ 510.00	$ -	$ 510.00	100.00%
14	SITE RESTORATION	LS	1	$ 21,650.00	$ 21,650.00	1.00	0.00	1.00	$ 21,650.00	$ -	$ 21,650.00	100.00%
15 CO1	CONSTRUCTION ALLOWANCE	LS	0.81	$ 20,000.00	$ 16,286.00	0.81	0.00	0.81	$ 16,286.00	$ -	$ 16,286.00	100.00%
TOTAL					**242,403.40**				242,403.40	-	242,403.40	100.00%

Attachment 3

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

Bond No. 46BCSDM0394

PROJECT: (name, address) Bakersfield Park Pedestrian Bridge Bid #2016-63
Flower Mound, Texas

TO (Owner)

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Above Project

CONTRACT DATE: June 20, 2016

CONTRACTOR: Humphrey & Morton Construction Company, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Hartford Fire Insurance Company
3000 Internet Blvd., Suite 600
Frisco, Texas 75034

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Humphrey & Morton Construction Company, Inc.
P.O. Box 8057
Fort Worth, Texas 76124

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
The Surety Company has hereunto set its hand this 16th day of November , 2016 .

HARTFORD FIRE INSURANCE COMPANY
Surety Company

By
Signature of Authorized Representative

Attest:

(Seal):

Kyle W. Sweeney Attorney-in-Fact
Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 46-501533**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of unlimited:*

Charles D. Sweeney, Kyle W. Sweeney, Michael A. Sweeney, Bobby E. Mayo, Elizabeth Gray
of
Ft Worth, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 16, 2016 .

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

AFFIDAVIT OF ALL BILLS PAID

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN THE STATE AND COUNTY AFORESAID, ON THIS DAY PERSONALLY APPEARED

JOSH R. GILL (NAME), VICE PRESIDENT (TITLE), OF HUMPHREY & MORTON CONSTRUCTION CO. INC. (COMPANY NAME) KNOWN TO ME TO BE A CREDIBLE PERSON, WHO BEING BY ME DULY SWORN, UPON HIS OATH DEPOSED AND SAID;

THAT ALL PERSONS, FIRMS, ASSOCIATIONS, CORPORATIONS OR OTHER ORGANIZATIONS FURNISHING LABOR AND/OR MATERIALS HAVE BEEN PAID IN FULL;

THAT THE ESTABLISHED WAGE SCALE HAS BEEN PAID; AND

THAT THERE ARE NO CLAIMS PENDING FOR PERSONAL INJURY AND/OR PROPERTY DAMAGES;

ON CONTRACT DESCRIBED AS: **BAKERSFIELD PARK PEDESTRIAN BRIDGE**

IN **THE TOWN OF FLOWER MOUND**

BY _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS 16th DAY OF NOVEMBER, 2012.

Kay Barney

NOTARY PUBLIC IN TARRANT COUNTY, TEXAS

KAY BARNEY
Notary Public, State of Texas
My Commission Expires
October 26, 2019

TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: December 5, 2016

FROM: David Stallings, Traffic Operations Manager

ITEM: **Consider approval of the purchase of pavement marking services, in the estimated annual amount of $150,000.00, from Stripe-A-Zone, through a City of Grand Prairie contract.**

BACKGROUND INFORMATION: In order to expedite timely installation and receive the best pricing, the Town of Flower Mound, Transportation Services Division, since 2011, has been utilizing a City of Grand Prairie Contract for pavement marking services. The current contract expired and was rebid.

The City of Grand Prairie conducted a new formal bid process for pavement markings services in 2016, and awarded the contract to Stripe-A-Zone, the lowest responsible bidder. The initial term of the contract is one year with four one year renewal options. The first year will expire on August 16, 2017. The items available under this contract are various pavement markings services. Estimated expenditures are expected to be $150,000.00.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contract and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operations of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Grand Prairie entered into an interlocal agreement effective April 02, 2007, and is in effect until terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $150,000.00

Proposed Expenditure:	Account Number(s):
$150,000.00 estimated annually	100-690-92240-4080

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Grand Prairie Contract
2. City of Grand Prairie Contract Amendment
3. City of Grand Prairie Legislation Details

RECOMMENDATION: Move to approve the purchase of Pavement Markings Services, in the estimated annual amount of $150,000.00, from Stripe-A-Zone, through a City of Grand Prairie Contract.

ID **6471**

Department:
Purchasing for Streets

Vendor Name:
Stripe-a-Zone, Inc.

Project Name:
16113 Pavement Marking Service - Stripe-a-Zone - initial contract

Work Order Number(s):

Account Number:
232010 01610503 63115

Contract Amount:	Implementation Date:	Termination Date:	City Council Appr. Date:
$464,583.00	8/17/2016	8/16/2017	8/16/2016

Insurer A Name:
Travelers Indemnity Co of America

Insurer A Expiration:
11/1/2016

Insurer B Name:
Great American Ins

Insurer B Expiration:
11/1/2016

Insurer C Name:
Phoenix Ins Co

Insurer C Expiration:
11/1/2016

Insurer D Name:
Travelers Lloyds Ins

Insurer D Expiration:
11/1/2016

Insurer E Name:
Charter Oak Fire Ins

Insurer E Expiration:
11/1/2016

Return Executed Copy To:
purchasing interoffice mail

RM

Department Manager Signature: Kathleen C. Mercer **Date:** August 19, 2016

City Attorney Signature: **Date:** 8/23

City Manager/Deputy City Manager Signature: **Date:** 8/24/16

City Secretary Signature: **Date:** 8/25/16

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **STRIPE-A-ZONE, INC.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement marking services per bid award resulting from VENDOR'S response to RFB #16113, submitted by David Sargent, on July 20, 2016.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed $464,583.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of August 17, 2016. No new orders shall be accepted, against this Contract term, after midnight on August 16, 2017. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY 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, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be $1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:
Angi Mize, Sr. Buyer ~ Purchasing Division
972-237-8262 Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
326 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Street Division
972-237-8526 Phone
dstovall@gptx.org
City of Grand Prairie
1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:
David Sargent, President
972-647-2714 Phone
david@stripe-a-zone.com
Stripe-A-Zone, Inc.
2714 W. Sherman St., Grand Prairie, TX, 75051

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 25th day of August 2016

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Tom Cox, Deputy City Manager

STRIPE-A-ZONE, INC.

By: _____
Printed Name: DAVID SARGENT
Title: PRESIDENT

ATTEST:

_____
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

_____
Donald R. Postell, City Attorney

Solicitation 16113

PAVEMENT MARKING SERVICE

Bid Designation: Public

Grand Prairie
TEXAS

City of Grand Prairie

Bid 16113
PAVEMENT MARKING SERVICE

Bid Number	**16113**
Bid Title	**PAVEMENT MARKING SERVICE**
Bid Start Date	**Jul 12, 2016 9:07:07 AM CDT**
Bid End Date	**Jul 25, 2016 2:00:00 PM CDT**
Question & Answer End Date	**Jul 20, 2016 4:30:00 PM CDT**
Bid Contact	**Angi Mize** **Buyer** **Purchasing** **972-237-8262** **amize@gptx.org**
Contract Duration	**1 year**
Contract Renewal	**4 annual renewals**
Prices Good for	**120 days**
Bid Comments	**It is the intent of this specification to obtain an annual price agreement for the purchase of pavement marking services for the City of Grand Prairie. These services shall include but not limited to furnishing and placing of hot applied thermoplastic reflective pavement markings of extruded and/or sprayed thermoplastic compound and the removal of existing pavement markings on a work order basis. This agreement will begin on or after August 17, 2016.** . **Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262** . **Registration for BidSync is free for notification of bids, addendums, and other information. If your company wants the convenience to download the bid documents from BidSync's website or to bid on-line through BidSync, BidSync offers these services, for bids posted by the City of Grand Prairie, for an annual fee of $60.00. This is not a fee charged by the City, nor does the City receive any part of this fee. If your company registers under the complimentary registration and opts out of the additional paid services from BidSync, you may email a request to the responsible Buyer for a copy of the bid documents and submit a hard copy bid directly to the Purchasing office.**

Item Response Form

Item	**16113--01-01 - PLEASE ENTER PRICING ON ATTACHMENT A, BID SHEET**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**City of Grand Prairie** No Location Specified **Qty** 1

Description
Please enter pricing on attachment A, Bid Sheet

Specification

REQUEST FOR BID
RFB #16113
PAVEMENT MARKING SERVICE

1. **PROJECT SCOPE**
It is the intent of this specification to obtain an annual price agreement for the purchase of pavement marking services for the City of Grand Prairie. These services shall include but not limited to furnishing and placing of hot applied thermoplastic reflective pavement markings of extruded and/or sprayed thermoplastic compound and the removal of existing pavement markings on a work order basis. This agreement will begin on or after August 17, 2016.

1.1 The pavement markings to be applied generally will consist of crosswalk lines, stop lines, crosshatch lines, symbols, legends and arrows, channelizing lines, and short sections of centerlines and lane lines. Several "typical" Intersection Marking Program drawings showing some of the types of markings are attached to these specifications as Attachment A for general information only.

1.2 The pavement that the thermoplastic markings will be applied to will be primarily asphalt. Some pavements may have been rejuvenated by means of a "chip seal" or "slurry seal" surface treatment. Some pavements may be Portland Cement Concrete.

2. **REQUIREMENTS** - Services shall include but not limited to the following:

2.1 Vendor shall furnish all equipment, materials, service, labor, and all miscellaneous items necessary for the required pavement preparation, layout, and completion of the pavement marking installation

2.2. **Standards** - All markings shall be installed in accordance with the following:

2.2.1 Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the Texas Highway Administration, latest edition. (http://www.txdot.gov/government/enforcement/signage/tmutcd.html)

2.2.2 TXDOT Pavement Marking Handbook (http://onlinemanuals.txdot.gov/txdotmanuals/pmh/pmh.pdf)

2.2.3 These specifications and special provisions; and

2.2.4 Work orders issued by the Street Division, which will include appropriate drawings from the TXDOT Pavement Marking Standard Detail Sheets. (ftp://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/traffic/pm1-12.pdf)

2.2.5 In the event of conflict between the above standards, the work orders and the drawings attached thereto shall take precedence.

2.3 THERMOPLASTIC, HOT APPLIED – ATTACHMENT A

The attached specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.

2.4 ELIMINATING EXISTING PAVEMENT MARKINGS & MARKERS – ATTACHMENT B

The attached specification shall govern for the elimination of existing pavement markings of the various types and sizes, and raised pavement markers as shown on the plans or as directed by the Engineer.

2.5 PAVEMENT SURFACE PREPARATION FOR MARKINGS – ATTACHMENT C

The attached specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.

2.6 RAISED PAVEMENT MARKERS – ATTACHMENT D

The attached specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.

3. QUALIFICATIONS

3.1 The Vendor must be have a minimum of five years' experience in the application of hot thermoplastic retro-reflective pavement markings at intersections, on streets, and highways that are open to traffic. Bidders that cannot demonstrate successful previous experience in work of the type in this agreement will be considered not responsible and will not be considered for award of agreement.

3.2 The Vendor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements, to successfully pursue the work in this agreement.

3.3 Personnel employed by the Vendor for work on this agreement shall be experienced in operating the striping equipment, requiring little or no training necessary to expeditiously commence the work and pursue it to completion. Before the City will authorize the Vendor to start work, the Vendor shall inform the City representative of the names and specific jobs of the Vendor's employees assigned to the Agreement. Any personnel replacements or job assignment changes during the Agreement must be reported immediately to the City representative and any replacement personnel must meet the personnel experience qualifications stated above. If, at any time, the City representative believes that inexperienced personnel are being employed, the City representative may halt the work until experienced personnel are provided.

Specification

4. LOCATIONS

The specific locations of work are not listed herein, but will be assigned via written work order by the City's representative during the duration of the agreement. Each work order will specify the locations, items, and estimate quantities of work to be performed. The City may add, delete, or change the work locations or details of the markings layouts 'at any time during the work period, with at least two (2) working days prior notice to the Vendor.

5. RATE OF PURSUING THE WORK

5.1 The Vendor shall start the work required by each work order within two weeks of notification and complete the work, no later than one (1) calendar month after receipt of the work order. The only exception to this requirement will be extenuating circumstance as may be accepted by the City representative. Requests for exceptions due to extenuating circumstances must be made in writing to the City representative within 48 hours of the occurrence. The City representative's decision on extenuating circumstances will be final.

5.2 Lost work days due to holidays, weather, break-down or non-availability of materials or of Vendor's equipment shall not be allowed as an excuse for not meeting the required schedule. The Vendor shall assure that necessary materials and equipment are available for use on this Agreement. Each day that a work order is not completed after the one (1) month allowed shall be considered failure to pursue the work at an adequate rate. See "Default on Agreement".

6. DEFAULT OF AGREEMENT

6.1 In the event of any of the following conditions, the City may consider the Vendor to have defaulted on the agreement:

6.1.1 Failure of the Vendor to start work within 30 days from the issuance of the work order.

6.1.2 Failure of the Vendor to pursue the work at an adequate rate such that, Liquidated Damages are eligible to be assessed in excess of 14 calendar days total.

6.2 Default on the agreement may result in termination of the agreement.

7. SCHEDULING AND RECORD KEEPING

7.1 The Vendor shall designate a foreman in charge of the daily striping work. Each Monday morning, (Tuesday morning following a Monday City holiday), the Vendor shall submit a weekly written schedule of work to the City representative. The schedule shall be verbally updated each working day (i.e. progress report on accomplishments and schedule changes) by the Vendor's foremen. This daily contact with the City representative is required.

7.2 A permanent written log of each day's work shall be maintained by the Vendor. This daily log shall consist of the name of the intersecting roadways, the work order number that was executed, the markings actually installed, the approximate time of day that the markings were installed, the quantity (L.F., Sq. Ft., or each) of each bid item installed at locations, and any other comments as may be desirable. A copy of the daily logs and completed work orders for the previous week's work shall be submitted no later than each Tuesday. Repeated failure to turn in logs and completed work orders when due may result in assignment of one (1) day of Liquidated Damages for each occurrence.

7.3 If there are locations that the Vendor desires to do at night or during other than normal working hours for his own convenience, the Vendor shall submit a request in writing to the City representative at least three (3) working days in advance of any intended work on nights, weekends, or holidays, and shall not undertake such work without the approval of the City representative.

7.4 Provisions must be made, at the Vendor's expense, for adequate lighting of the marking operation and additional traffic control devices required for night time work. For night work, a minimum of six (6) 3000 watt lights shall be used to illuminate the area where pavement markings are being installed or removed. These lights shall be positioned so they do not interfere with the travelling public. Night work is defined as any work occurring between one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

8. DELIVERY OF MATERIAL

8.1 It shall be the Vendor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the City.

8.2 The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the City representative.

8.3 The Vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this agreement. Any property or incidentals damaged during the course of this agreement shall be repaired or replaced to the satisfaction of the City representative.

9. SAFETY REQUIREMENTS

9.1 The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

9.2 Vendor will provide all required safety signage, barricades, and flashers/strobes.

9.3 All employees shall follow all applicable safety procedures, have appropriate fuel safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

9.4 All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all FAA, OSHA, and State of Texas requirements.

9.5 Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.

9.6 Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

9.7 Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

10. IMPLIED WORK

All incidental work required by the drawings and specifications, for which no payment is specifically provided, and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included, shall be done or furnished by the Vendor without extra compensation.

11. DAMAGE TO PROPERTY

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Vendor, his employees or agents, the Vendor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the City representative, or shall make good such damage in a satisfactory manner, and in case of failure on the part of the Vendor to promptly so restore or make good such damage, the City representative may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due the Vendor under the Agreement; or the Chief Administrative Officer may deduct from any monies due the Vendor a sum sufficient, in the judgement of the City representative, to reimburse the owners of the property so damaged.

Specification

12. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	**Monday, July 11, 2016**
Deadline for Questions	**Wednesday, July 20, 2016**
Responses to Questions	**Thursday, July 21, 2016**
Deadline for Receipt of Bids	**Monday, July 25, 2016**
Council Date	**Tuesday, August 16, 2016**

13. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **July 20, 2016, at 4:30 pm** (CST). City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **July 21, 2016 at 4:30 pm** (CST).

14. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

Price	40%
Reputation	30%
Experience	20%
Past Relationship with the City and/or other Municipalities	10%
TOTAL	**100%**

15. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City of Grand Prairie reserves the right to award a separate agreement to separate vendors for each item/group, to award one or multiple agreement(s) for portions of the bid or to award one agreement for the entire bid. The City may also award one Primary and one Secondary vendor per item/category, by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City.

16. CONTRACT AWARD

Vendor selected for contract will be required to return an executed contract to the City, a certificate of insurance naming the City as an additional insured, and a notarized copy of Form 1295 Certificate of interested parties within 10 days of the notice of award.

Specification

17. SUBMITTAL - ITEMS TO BE SUBMITTED

Interested parties should submit all of the following items for consideration in the order stated:

A. Bid Pricing (Attachment A)
B. Questionnaire & References (Attachment B)
C. Conflict of Interest Questionnaire (Attachment C)
D. Submittal Affirmation Form (Attachment D)
E. **OR** Statement of No Response (Attachment G)

Vendor must submit at least one hard copy and one electronic (flash drive or CD) copy or via www.bidsync.com for an annual fee of $60. **Bids must be submitted no later than the response deadline of July 25, 2016 by 2:00 p.m. to:**

Angi Mize, Sr. Buyer
Purchasing Division
326 Main Street
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), e-mail, carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered.

The City reserves the right to reject any or all responses, to waive formalities, award a separate agreement to separate vendors for each item/group, or to award one agreement for the entire bid.

EXHIBIT A
RFB #16113
THERMOPLASTIC, HOT APPLIED

I. Description: This specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.

II. General Characteristics: Thermoplastic marking material shall be a product especially compounded for traffic markings. Each bag shall be clearly and adequately marked to indicate the color, weight, type of material, and lot or batch number (a lot or batch shall be considered as each individual mix or blend that produces a finished product ready for use). Each bag of thermoplastic material shall weigh approximately 50 pounds and designate appropriate user information, manufacturers, name and address. The bag must be composed of a compatible material to allow for the placement of the bag and its contents into the melter. When placed on the roadway, the markings shall not be slippery when wet, lift from pavement under normal weather conditions, nor exhibit a tacky, exposed surface. Cold ductility of the material shall permit normal road surface expansion and contraction without chipping or cracking.

The markings shall retain their original color, dimensions, and placement under normal traffic conditions at road surface temperatures of 158° F and below.

When applied at a 90 mil thickness, the setting to traffic time shall not exceed a characteristic straight-line curve, the lower limit of which is four minutes at 59° F road surface temperature, and the upper limit of which is ten minutes at 90° F road surface temperature. Temperatures are to be measured a maximum relative humidity of 90%.

The markings shall essentially have a uniform cross-section. The density and quality of markings shall be uniform throughout their thickness. The applied markings shall be 95% free of holes and voids, and free of blisters for a minimum of 60 days after application.

The markings in place on the roadway shall be completely reflectorized both internally and externally. The marking shall exhibit uniform retro-directive reflectance.

The contractor shall assume all costs arising from the use of the patented materials, equipment, devices, or processes used on or incorporated in the work and agree to indemnify and hold harmless the purchaser and its duly authorized representatives from all legal suits or action of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

III. Sampling and Testing: The City reserves the right to have the supplied thermoplastic tested by an independent laboratory. If the tests reveal that the thermoplastic meets all of the agreed upon specifications, the City will submit payment for the tests; however, if the tests reveal that the thermoplastic does not meet all of the agreed upon specifications, the supplier shall assume all the costs of the tests. If the thermoplastic material does not meet the specifications; the City reserves the right to refuse all thermoplastic materials with matching lot or batch numbers of material tested. Amounts due to the City for conducting such tests will be deducted from monthly or final estimates on Contracts or from partial or final payments on direct purchases by the City. If the supplier, at any time during the life of the Contract, fails to supply a thermoplastic that meets the agreed upon specifications, the City reserves the right to terminate the contract.

The minimum batch size of thermoplastic striping material when tested shall not be less than 2000 pounds unless the total order is less than that amount. A small trial batch should be made prior to making the thermoplastic traffic line in large quantities to make certain the finished product will comply with all the requirements of this specification.

IV. Material Requirements:

A. Pigments: Prime and filler pigments shall, when washed free of resins by solvent washing, pass a U.S. Standard Sieve Number 200 (Tex-863-B) and shall meet the following specific requirements for each pigment:

1. Prime Pigments:
   a. The white pigment shall be a Rutile Titanium Dioxide.
   b. The yellow pigment shall be a heat resistant, double encapsulated medium chrome yellow or other approved heat resistant pigment.

2. Filler Pigment: The filler pigment shall be calcium carbonate, 95% purity.

B. Binder: The binder must consist of a mixture of resins, at least one of which is a solid at room temperature, and high boiling point plasticizers. At least 1/3 of the binder composition must be a maleic-modified glyceryl ester of rosin and must be no less than 8% by weight of the entire material formulation.

The infrared analysis of the resin extract shall match the spectra on file at CST / M&P in accordance with Tex-888-B.

C. Silica: The total silica used in the formulation shall be in the form of glass traffic beads.

D. Glass Traffic Beads: Drop-on glass traffic beads shall meet the requirements of DMS-8290.

1. Manufacture: Glass traffic beads shall be:

   a. Manufactured from glass.
   b. Spherical in shape.
   c. Essentially free of sharp angular particles.
   d. Essentially free of particles showing milkiness, surface scoring, or surface scratching.
   e. Water white in color.

2. Contaminates: Glass traffic beads shall:

   a. Contain less than 1/4 of 1% moisture by weight.
   b. Be free of trash, dirt, etc.
   c. Show no evidence of objectionable static electricity when flowing through a regular traffic-bead dispenser.

3. Gradation:

   a. Sieve Analysis: Glass traffic beads shall meet the following gradation requirements:

Openings U.S. Std. Sieves	Percent Passing
# 20 Sieve	100
# 30 Sieve	80 - 95
# 50 Sieve	15 - 35
#100 Sieve	0 - 4

   b. Irregular Particles: Glass traffic beads, retained on any screen used to determine gradation requirements, shall not contain more than 30% (by weight) irregular particles measured by Tex-832-B.

4. Index of Refraction: Glass traffic beads, when tested by the liquid immersion method at 77° F, shall show an index of refraction within the range of 1.50 to 1.53.

5. Wetting: Glass traffic beads shall be capable of being readily wet with water when tested in accordance with Test Method Tex-826-B.

6. Stability: Glass traffic beads shall show no tendency toward decomposition, surface etching, change in retro-reflective characteristics, or change in color after:

a. One hour exposure to concentrated hydrochloric acid at 77°F.
b. Twenty four hours exposure to weak alkali.
c. One hundred hours of weather-o-meter exposure in accordance with ASTM G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.

V. Equipment: The thermoplastic pavement marking material may be either spray applied or extruded hot to the pavement surface unless application method is specified on the plans. The thermoplastic equipment shall be constructed to provide continuous mixing and agitation of the material. The shaping die or spray gun shall be equipped with a cut-off device remotely controlled to provide clean, square, marking ends and to provide a method for applying broken lines.

The equipment used to install hot applied thermoplastic material by contract under this specification shall be constructed to provide continuous uniform heating to temperatures exceeding 400°F mixing, and agitation of the material. Conveying parts of the equipment between the main material reservoir and the line dispensing device shall prevent accumulation and clogging. All parts of the equipment that come in contact with the material shall be constructed for easy access and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts, including the line dispensing device, maintain the material at the manufacturer's recommended application temperature. The equipment shall provide for varying traffic marking application widths. The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. A special kettle shall be provided for uniformly melting and heating the thermoplastic material. The kettle must be equipped with an automatic thermostatic control device and material thermometer for positive temperature control and to prevent overheating or scorching of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association of the state and local authorities.

Equipment used to place four inch solid or broken line shall be capable of placing a minimum of 10,000 linear feet of marking per working day. Equipment used for placing markings in widths of other than four inches shall have capabilities similar to four-inch marking equipment. Equipment shall be maintained in satisfactory operating condition. Equipment shall be considered in unsatisfactory working condition if it fails to have an average hourly placement rate of 1,500 linear feet of acceptable four-inch solid or broken lines over any five consecutive working days of seven hours of more due to equipment malfunction. Upon notification by the Engineer of equipment in unsatisfactory operating condition, the Contractor shall repair and place such unsatisfactory equipment in satisfactory condition or replace with equipment meeting the requirements of this specification. Equipment used to place markings other than solid or broken lines shall have production capabilities satisfactory to the Engineer.

The material container must be so equipped and arranged as to satisfy the requirement of the National Fire Underwriters and the Texas Railroad Commission. The Contractor shall supply the Engineer with a thermometer for the project, capable of measuring the temperature of the pavement marking material to be applied.

Beads applied to the surface of the material shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon surface. The beads shall be applied at a uniform minimum rate of 10 pounds of glass spheres every 100 square feet of line. The bead dispenser shall be equipped with an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment.

VI. Construction Methods: The Contractor shall use a crew experienced in the work of installing pavement markings and shall supply all the equipment and materials necessary for the placement of the pavement markings. All traffic control and work zone set-ups shall be in conformance with the Texas Manual on Uniform Traffic Control Devices (current edition).

The pavement marking material shall be applied within the material temperature limits recommended by the manufacturer.

The pavement markings shall be placed in proper alignment with guidelines established on the roadway. Deviation from the alignment established shall not exceed two inches and, in addition, the deviation in alignment of the marking being placed shall not exceed one inch per 200 feet of roadway nor shall any deviation be abrupt.

The thermoplastic material shall not deteriorate by contact with sodium chloride, calcium chloride, or other chemicals used to prevent roadway ice or because of the oil content of pavement materials or from oil droppings or other effects of traffic.

The material shall be applied to the pavement by spray method to 90 mil thickness.

When deemed necessary the Engineer to achieve specified alignment, the Contractor, at his expense, shall place any additional markings required to achieve alignment specified throughout both straight and horizontally-curved sections of roadway. Any and all additional markings placed on the roadway for alignment purposes shall be temporary in nature and shall not establish a permanent marking on the roadway. Materials used for alignment markings and equipment used to place such markings shall be approved by the Engineer.

The pavement upon which the pavement markings are to be placed shall be cleaned and prepared, to the satisfaction of the Engineer, prior to placement of markings.

The bid price for parking lot striping shall include the removal of all existing pavement markings, surface prep and cleaning, layout, and placement of the new markings, if deemed necessary by the Engineer.

Cleaning shall be by any effective method, approved by the Engineer, which completely and effectively removes contaminants, loose materials and conditions deleterious to proper adhesion. When blast cleaning is required, it shall be shown in the plans and shall be done in accordance with the Item "Blast Cleaning".

Asphalt surfaces more than 3 years old or portland cement concrete surfaces shall be further prepared after cleaning by completely sealing with an acrylic, epoxy or Type II marking. When epoxy sealer is used, the thermoplastic marking shall be applied before the sealer is completely cured.

Longitudinal lines shall be offset at least two inches from construction joints of Portland cement concrete pavements and joints or shoulder breaks of bituminous concrete pavements.

The material shall be installed in increments of 4, 6, 8, 12, or 24-inch widths or otherwise shaped as shown in the plans. Deviations from the specified width shall not exceed 1/8 inch except when due to undulations in the pavement surface, in which case the deviation in width shall not exceed 1/4 inch.

The material shall not prohibit adhesion of other thermoplastic markings if, at some future time, new markings are placed over existing material. New material shall bond itself to the old line in such a manner that no splitting or separation takes place.

The application of hot-applied pavement markings shall be done only on a clean, dry pavement having a road surface temperature above 50°F and an air temperature of 55°F. The application of hot-applied pavement markings shall not be performed for a minimum of 24 hours after the road surface has become wet due to rainfall or any other means.

When pavement marking application is by spray and operations cease for five minutes or more, the spray head must be flushed by spraying pavement marking material into a pan or similar container until the pavement marking material being sprayed out the nozzle is at the proper temperature for application.

Unless otherwise directed by the Engineer, pavement marking materials shall not be placed on roadways between November 1 and March 1, subject to temperature and moisture limitations specified elsewhere herein.

The thickness of the markings shall be uniform throughout their lengths and widths. Unless otherwise specified in the plans, the minimum thickness of the markings applied by extrusion, as measured above the plane formed by the pavement surface, shall not be less than 125 mils in the center of the marking and 90 mils at a distance of one-half inch from the edge. Maximum thickness shall be 125 mils. The Contractor shall supply a device, suitable to the Engineer, to measure thickness of the applied extruded markings.

VII. Finished Product Requirements: Finished thermoplastic pavement marking materials shall meet the following requirements:

A. Physical Characteristics: The finished thermoplastic pavement marking material shall be a free flowing granular material, unless otherwise specified. The material shall remain in the free flowing state in storage for a minimum of six months when stored at temperatures of 100°F or less. The material shall be readily sprayed through nozzles commonly used on thermoplastic spray equipment at temperatures between 400°F to 425°F.

B. Toxicity: At temperatures up to and including 446°F, materials shall not give off fumes which are toxic or otherwise injurious to persons, animals, or property.

C. Material Stability: The material shall not break down or deteriorate when held at 400°F for 4 hours.

D. Temperature vs. Viscosity Characteristics: The temperature versus viscosity characteristics of the material in the plastic state shall remain constant throughout up to four reheatings to 401°F and from batch to batch.

E. Chemical Resistance: The material shall not be adversely altered by contact with sodium chloride, calcium chloride, or other similar chemicals on or used on the roadway surface; by contact with the oil content of pavement materials; or by contact from oil droppings from traffic.

F. Softening Point: The materials shall not soften at 194°F when tested by the Ball and Ring Method, ASTM Method E28.

G. Color: The CIE chromaticity coordinates of the material, when determined in accordance with Tex-839-B, shall fall within an area having the following corner points.

	Point 1		Point 2		Point 3		Point 4		Luminous
Color	x	y	x	y	x	y	X	y	Y
White	0.290	0.315	0.310	0.295	0.350	0.340	0.330	0.360	Min.65
Yellow	0.470	0.455	0.510	0.489	0.490	0.432	0.537	0.462	45-60

The white and yellow material shall meet the above specified color requirements, for each color respectively, before and after 70 hours of exposure in a Weather-O-Meter. Weather-O-Meter exposure shall be in accordance with ASTG G 155 using Exposure Cycle 1 with a quarts inner filter glass and Type "S" Borosilicate outer filter glass.

H. Abrasion: Thermoplastic pavement marking material shall be tested for abrasion in accordance with Test Method Tex-851-B according to Steps 1 through 8 of the procedure using the following test parameter.

1. Test Distance – 5 in.

2. Blast Pressure – 40psi

3. Sample Angle -10 degree

4. Blast Media – 1200 g.

I. Uniformity: Material shall be manufactured such that, when sampled in accordance with CST / M & P's testing procedures, any 100 gram sample will be representative of the batch or lot of material.

VIII. Formula:

A. Thermoplastic Marking, White	% by Weight
Binder	18-23
Titanium Dioxide	12-15
Calcium Carbonate	20-42
Glass Traffic Beads	30-45
Total	100

B. Thermoplastic Marking, Yellow — % by Weight

Binder	18-23
Medium Chrome Yellow	5-10
Calcium Carbonate	20-42
Glass Traffic Beads	30-45
Total	100

IX. Sealer: Sealers for use on Portland cement concrete surfaces prior to application of the thermoplastic shall be either an acrylic, epoxy sealer or Type I marking.

X. Performance: Pavement markings shall meet all requirements of this specification for a minimum of three years after installation. Pavement markings that fail to meet all requirements of this specification shall be removed and replaced at the expense of the Contractor. The Contractor shall replace all pavement markings failing the requirements of this specification within 30 working days following notification by the Engineer of such failing. All replacement pavement markings shall also meet all requirements of this specification for a minimum of three years after installation.

XI. Measurement: Measurement of the solid and / or broken line markings will be made, for each color, by the linear foot of the various widths complete in place. Measurement of the arrows, legends and railroad crossing markings will be made by each unit complete in place.

XII. Payment: The work performed and materials furnished as prescribed by this item, measured as provided under "Measurement", shall be paid for at the unit price bid for "Thermoplastic Pavement Markings", for each color, per linear foot of the various widths of solid and / or broken line per each unit of the arrows, legends and railroad crossings complete in place. This price shall be full compensation for cleaning the pavement by any suitable means other than blast cleaning, for furnishing and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the work.

Warranty (contract applications only) - The thermoplastic pavement marking material furnished and installed by contract under this specification shall be guaranteed by the contractor against failure because of poor adhesion resulting from defective materials or methods of application.

Warranties may vary depending upon the applied line thickness, the positioning of the line, the traffic density, the use of studded snow tires, and the frequency of snowplow operations.

The following warranties are typical for application thickness of 125 mils for crosswalks and stop lines and 90 mils for landlines, centerlines, and edge lines by extruded method or by spray method. Warranties for thinner lines in these applications or for higher traffic volumes may be reduced commensurately.

For non-defective pavement surfaces carrying volumes fewer than 50,000 vehicles per day, the contractor shall guarantee to replace or renew without cost to the City that part of the pavement markings installed that have not remained to perform service as follows:

a. Crosswalks and stop lines and legends - 75 percent of the total of any one intersection for one year. Retro-reflectivity levels less than 250 millicandellas during a three year period after installation.

b. Lane lines, edge lines, and centerlines - 90 percent of a unit for one year, 80 percent of a unit for two years, and 60 percent of a unit for three years. (A "unit" is defined as any length of highway having installed thereon 2,000 lineal feet (610 m) of line of specified width in any combination or patter. Retro-reflectivity level of less than 250 millicandellas at any time during a three year period after installation.

All minimum retro reflectivity values for pavement markings are set forth in ASTM D6359-98. The minimum retro reflective pavement marking values are set at 250 mcd/m2/lux. For white and 175 mcd/m2/lux for yellow. These minimum values shall be attained for three (3) years from the installation date of the markings.

EXHIBIT B
RFB #16113
ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

I. Description: This specification shall govern for the elimination of existing pavement markings of the various types and sizes, and raised pavement markers as shown on the plans or as directed by the Engineer.

II. Materials: All surface treatment material application rates shall be as directed by the Engineer. Unless otherwise shown on the plans, surface treatment materials shall conform to the requirements of "Asphalts, Oils and Emulsions," and "Aggregates for Surface Treatments" as specified in TxDOT Pavement Marking Specification. Testing of surface treatment materials may be waived by the Engineer. Asphalt and aggregate types and grades shall be as shown on the plans or approved by the Engineer.

III. Construction Methods: Elimination of existing pavement markings and markers shall be accomplished by one (1) or more of the following methods as approved by the Engineer.

1. Markings on Asphaltic Surfaces:

A. Placement of a surface treatment a minimum of two feet (2') wide to cover the existing marking.

B. Placement of a surface treatment, thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic are involved or other areas as directed by the Engineer.

Construction methods for surface treatment shall conform to "Surface Treatments" as specified in TxDOT Pavement Marking Specifications.

2. Markings on Concrete Surfaces:

A. Removal by an approved burning method

3. Markings on Asphaltic or Concrete Surfaces:

A. Removal by water, water-sand blasting techniques or by any other method(s) proven satisfactory to the Engineer

4. Markers or Asphaltic or Concrete Surfaces:

A. Removal by any mechanical method to remove marker and adhesive

Existing pavement markings and markers on both concrete and asphaltic surfaces shall be removed in such a manner that color and/or texture contrast of the pavement surface will be minimal.

Removal of pavement markings on concrete surfaces by blast cleaning shall be in accordance with Grand Prairie's "Pavement Surface Preparation for Markings" specification. Blast cleaning shall be performed in such a manner that damage to the concrete surface is minimal.

When thermoplastic pavement markings or prefabricated pavement markings are encountered, the application of heat may be used to remove the bulk of the marking material prior to blast cleaning. When heat is used, care shall be taken to prevent spalling of concrete surfaces.

A burner may be used for complete removal of pavement markings. Broom removal or light blast cleaning may be used for removal of minor residue.

Damage, such as spalling, shelling, etc. greater than ¼ inch in depth, caused to asphaltic surfaces resulting from the removal of pavement markers shall be repaired by the application of a two (2) foot wide surface treatment for longitudinal markers with no directional change or a minimum of one (1) lane width surface treatment in areas where directional changes of traffic are involved.

Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on asphaltic and concrete surfaces.

EXHIBIT C
RFB #16113
PAVEMENT SURFACE PREPARATION FOR MARKINGS

I. Description: This specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.

II. Materials: Abrasive blasting medium, when used, shall be a quality commercial product capable of producing the specified surface cleanliness without the deposition of deleterious materials on the cleaned surface. Water used in blasting operations shall be potable.

III. Equipment: Equipment shall be in good condition. Air compression equipment shall utilize moisture and oil traps, in working order, of sufficient capacity to remove any contaminants from blasting air and prevent the deposition of moisture, oil or other contaminants on the roadway surface. Grinding equipment must utilize special milling flails.

IV. Construction Methods: Widths, lengths and shapes of the prepared surfaces shall only be of sufficient size to include the full area of pavement markings or raised pavement markers as shown on the plans.

Surface preparation of Portland cement concrete surfaces shall be sufficient to remove contaminants. Damage to the roadway surface shall be held to a minimum. Asphaltic pavement surfaces shall be cleaned by brushing, washing, compressed air, high pressure water or any combination thereof to remove all forms of contamination and loose materials. All surfaces shall be cleaned sufficiently to remove loose and flaking materials from the roadway surface.

When existing markings are encountered, they shall be cleaned sufficiently to remove all loose and flaking materials. Small spots of old markings or contaminants of up to 0.5 square inch in area may remain if the contaminant is not removed by the following test:

> Firmly press a 10 inch long, two-inch wide strip of monofilament tape onto the surface to be tested, leaving approximately two inches (2") free. Grasp the free end and remove the tape with a sharp pull.

Blasting pressure and technique shall be controlled to prevent damage to the pavement surface. Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on portland cement concrete and asphaltic surfaces.

EXHIBIT D
RFB #16113
RAISED PAVEMENT MARKERS

I. Description: This specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.

II. Materials: Raised pavement markers shall comply with the requirements of TxDOT Departmental Materials Specifications as follows:

Pavement Markers (Reflectorized) DMS-4200

A. Raised Pavement Markers (Pavement Markers, Reflectorized). Raised pavement markers shall include Types: I-A, I-C, I-R, II-A-A and II-C-R.

Descriptions:

Type I-A. Type I-A shall contain one face that reflects amber light. The body, other than the reflective face, shall be yellow.

Type I-C. Type I-C shall contain one face that reflects white light. The body, other than the reflective fact, shall be white, silver-white.

Type I-R. Type I-R shall contain one face that reflects red light. The body, other than the reflective face, shall be white or silver-white.

Type II-A-A. Type II-A-A shall contain two (2) reflective faces oriented 180° to each other, each of which shall reflect amber light. The body, other than the reflective faces, shall be yellow.

Type II-C-R. Type II-C-R shall contain two (2) reflective faces oriented 180° to each other, one of which shall reflect white light and one of which shall reflect red light. The body, other than the reflective faces, shall be white or silver-white. Optionally, the body may be one-half white, silver-white on the side that reflects white light and one-half red on the side that reflects red light.

III. Appearance Requirements: The outer surface of the RPM's shall be smooth except for the molding or stamping of the manufacturer's unique imprint. All corners and edges exposed to traffic shall be rounded.

IV. Optical Requirements: The RPM's shall be capable of providing amber, red or white light reflection as required by the requisition or plans.

The reflected light of each reflective face must conform to the minimum reflective specific intensity (SI) requirements measured in candelas per foot-candle (cd/fc) as follows:

Minimum SI per Reflective Face at 0.2° Observation Angle (cd/fc)			
Horizontal Entrance Angle	Crystal	Amber	Red
4°	3.00	2.00	0.75
20°	1.50	1.00	0.30

V. Physical Requirements: The RPM's shall comply with TxDOT "Tex-434-A, Breaking Strength of Traffic Buttons".

VI. Heat Resistance: The RPM's shall comply with TxDOT "Tex-846-B, Testing the Heat Resistance of Reflector Units".

VII. Sampling: Sampling will be in accordance with TxDOT Test Method Tex 729-I

VIII. Construction Methods: Each class of raised pavement marker shall be from the same manufacturer.

Surfaces to which markers are to be installed by an adhesive shall be prepared by any method approved by the Engineer to ensure that the surface is free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings and any other material which would adversely affect the adhesive bond. Unless otherwise shown on the plans, surface preparation for installation of raised pavement markers will not be paid for directly, but shall be considered subsidiary to this item

Guides to mark the lateral placement of pavement markers shall be established as shown on the plans or as directed by the Engineer. The Contractor shall establish the pavement marker guides and the Engineer will verify the location of the guides.

The pavement markers shall be placed in proper alignment with guidelines established on the roadway. The deviation rate in alignment shall not exceed one inch (1") per 200 feet of roadway. The maximum deviation shall not exceed two inches (2") nor shall any deviation be abrupt.

Markers placed that are not in alignment or sequence, as shown on the plans or as stated in this specification, shall be removed by the Contractor at the Contractor's expense. Removal shall be in accordance with Grand Prairie's "Eliminating Existing Pavement Markings and Markers" Specification except for measurement and payments. Guides placed on the roadway for alignment purposes shall not establish a permanent marking on the roadway.

Unless otherwise shown on the plans, the Contractor shall use the following adhesive materials for placement of markers.

Epoxy adhesive for Raised Pavement Markers on Portland cement concrete pavements.

Bituminous adhesive for Raised Pavement Markers on asphalt surfaces.

Adhesive shall be applied in sufficient quantity to ensure the following:

100 percent of the bonding area of raised pavement markers shall be in contact with the adhesive.

Unless otherwise required by this item, adhesives shall be applied in accordance with the manufacturer's recommendations.

Bituminous adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6130. Epoxy adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6100 Type II Traffic Marker Adhesives.

When bituminous adhesive is used, the pavement and raised pavement marker temperature shall be at least 40° F. The bituminous adhesive shall not be heated above 400°F. The bituminous adhesive shall be agitated intermittently to ensure even heat distribution.

Epoxy adhesive shall be machine mixed.

Raised pavement markers shall be free of rust, scale, dirt, oil, grease, moisture or contaminants which might adversely affect the adhesive bond.

Raised pavement markers shall be placed immediately after the adhesive is applied and shall be firmly bonded to the pavement. Adhesive or any other material that impairs functional reflectivity will not be acceptable.

BID SHEET

RFB# 16113

PAVEMENT MARKING SERVICES

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Vendor Name	STRIPE-A-ZONE, INC
Contact	BILLY GUNTER
Email	billy@STRIPE-A-ZONE.com
Phone	972-647-2714 x112
City/State	GRAND PRAIRIE, TX

Item#	Description	UOM	Est Quantity	Unit Price	Est Cost
1	Reflective Pavement Marking TY I W BRK 4"	LF	30000	.49	$ 14,700.00
2	Reflective Pavement Marking TY I W BRK 6"	LF	30000	.55	$ 16,500.00
3	Reflective Pavement Marking TY I W BRK 8"	LF	15000	.95	$ 14,250.00
4	Reflective Pavement Marking TY I W BRK 12"	LF	15000	3.30	$ 49,500.00
5	Reflective Pavement Marking TY I W SLD 4"	LF	30000	.47	$ 14,100.00
6	Reflective Pavement Marking TY I W SLD 6"	LF	30000	.54	$ 16,200.00
7	Reflective Pavement Marking TY I W SLD 8"	LF	15000	.95	$ 14,250.00
8	Reflective Pavement Marking TY I W SLD 12"	LF	7500	3.30	$ 24,750.00
9	Reflective Pavement Marking TY I W SLD 24"	LF	7500	4.53	$ 33,975.00
10	Reflective Pavement Marking TY I W SLD ARROW	EA	108	93.00	$ 10,044.00
11	Reflective Pavement Marking TY I W SLD DBL ARROW	EA	30	98.00	$ 2940.00
12	Reflective Pavement Marking TY I W SLD WORD	EA	30	103.00	$ 3,090.00
13	Reflective Pavement Marking TY I W SLD RR XING	EA	30	310.00	$ 9,300.00
14	Reflective Pavement Marking TY I Y SLD 4"	LF	60000	.47	$ 28,200.00
15	Reflective Pavement Marking TY II W BRK 4"	LF	30000	.20	$ 6,000.00
16	Reflective Pavement Marking TY II W BRK 6"	LF	30000	.22	$ 6,600.00
17	Reflective Pavement Marking TY II W BRK 8"	LF	15000	.39	$ 5,850.00
18	Reflective Pavement Marking TY II W SLD 4"	LF	15000	.20	$ 3,000.00
19	Reflective Pavement Marking TY II W SLD 6"	LF	15000	.22	$ 3,300.00
20	Reflective Pavement Marking TY I W SLD 8"	LF	15000	.39	$ 5850.00
21	Reflective Pavement Marking TY II W SLD 12"	LF	7500	.68	$ 5,100.00
22	Reflective Pavement Marking TY II W SLD 24"	LF	7500	1.33	$ 9,975.00
23	Reflective Pavement Marking TY II W SLD ARROW	EA	108	26.00	$ 2,808.00
24	Reflective Pavement Marking TY II W SLD DBL ARROW	EA	30	31.00	$ 930.00
25	Reflective Pavement Marking TY II W SLD WORD	EA	30	36.00	$ 1,080.00
26	Reflective Pavement Marking TY II W SLD RR XING	EA	30	78.00	$ 2,340.00
27	Reflective Pavement Marking TY II Y SLD 4"	LF	60000	.20	$ 12,000.00
28	Eliminate Existing Pavement Marking 4"	LF	30000	.26	$ 7,800.00
29	Eliminate Existing Pavement Marking 6"	LF	30000	.27	$ 8,100.00
30	Eliminate Existing Pavement Marking 8"	LF	15000	.52	$ 7,800.00
31	Eliminate Existing Pavement Marking 12"	LF	7500	.83	$ 6,225.00

32	Eliminate Existing Pavement Marking 24"	LF	7500	1.60	$ 12,000.00
33	Eliminate Existing Pavement Marking ARROW	EA	108	21.00	$ 2,268.00
34	Eliminate Existing Pavement Marking WORD	EA	30	25.00	$ 750.00
35	Eliminate Existing Pavement Marking RR XING	EA	30	40.00	$ 1,200.00
36	Pavement Marking Preparation 4"	LF	30000	.21	$ 6,300.00
37	Pavement Marking Preparation 6"	LF	30000	.23	$ 6,900.00
38	Pavement Marking Preparation 8"	LF	15000	.42	$ 6,300.00
39	Pavement Marking Preparation 12"	LF	15000	.83	$ 12,450.00
40	Pavement Marking Preparation 24"	LF	7500	1.60	$ 12,000.00
41	Pavement Marking Preparation ARROW	EA	108	16.00	$ 1728.00
42	Pavement Marking Preparation DBL ARROW	EA	30	16.00	$ 480.00
43	Pavement Marking Preparation WORD	EA	30	19.00	$ 570.00
44	Pavement Marking Preparation RR XING	EA	30	36.00	$ 1080.00
45	Raised Pavement Marker CL B REFL TY I A	EA	3000	4.00	$ 12,000.00
46	Raised Pavement Marker CL B REFL TY II A-A	EA	3000	4.00	$ 12,000.00
47	Raised Pavement Marker CL B REFL TY I C	EA	3000	4.00	$ 12,000.00
48	Raised Pavement Marker CL B REFL TY II C-R	EA	3000	4.00	$ 12,000.00
49	Eliminate Existing Pavement Markers	EA	6000	1.00	$ 6000.00
			ESTIMATED TOTAL		$ 464,583.00

Questionnaire Attachment B

Request for Bid Questionnaire

All questions should be answered clearly and completely. **Marketing materials WILL NOT be accepted in lieu of this questionnaire.** This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.

General Information & References:

RESPONDENT NAME AND TITLE:	BILLY GUNTER, ESTIMATOR
COMPANY:	STRIPE-A-ZONE, INC.
ADDRESS, CITY, STATE ZIP:	2714 W. SHERMAN ST GRAND PRAIRIE, TX 75051
TELEPHONE NUMBER:	972-647-2714
E-MAIL:	billy@stripe-a-zone.com
FEDERAL TAX ID:	75-2697688

Provide 3 References, **please include contact name, agency name, title, phone number and email** of those you have provided similar services in the past three years

Reference 1:
Name & Title – JEREMY WILKS, SIGNS & MARKINGS SUPERVISOR
Agency Name – CITY OF GRAND PRAIRIE, TX
Phone – 972-237-8558
Email - JWILKS@GPTX.ORG

Reference 2:
Name & Title – BILL LANKFORD, TRAFFIC OPERATIONS MANAGER
Agency Name – CITY OF BEDFORD, TX
Phone – 817-952-2251
Email - BLANKFORD@CI.BEDFORD.TX.US

Reference 3:
Name & Title – JUSTIN SIMPSON
Agency Name – CITY OF ARLINGTON, TX
Phone – 817-689-2783
Email - JUSTIN.SIMPSON@ARLINGTONTX.GOV

Service Questions:

1.	How many years have you been in business? 66 YEARS
2.	How many years have you been performing the type of work detailed in the specification? 66 YEARS
3.	What is the total value of work you currently have under contract? 52,800,000.00
4.	What is the percentage of work that is self-performed? (approximate) 98 %.
5.	Has your firm ever failed to complete a contract? NO
6.	Has your firm ever filed for bankruptcy? If so, when? NO
7.	Please list any pending judgment claims or suits again your company and explain on an additional page. N/A
8.	Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event) NO
9.	Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event) NO

10. Please list any subcontracting that will be required.

NONE

11. List municipal/government agencies you have worked with, along with the **contract amount, number of years contracted, agency contact, their email and phone number**. Use separate sheet if needed.

Contract - $ 262,000.00
Yrs. Contracted – 4
Name – JEREMY WILKS, CITY OF GRAND PRAIRIE, TX
Phone – 972-237-8358
Email - JWILKS@GPTX.ORG

Contract - $ 650,000.00
Yrs. Contracted – 4
Name – JUSTIN SIMPSON, CITY OF ARLINGTON, TX
Phone – 817-689-2783
Email - JUSTIN

Contract - $ 150,000.00
Yrs. Contracted – 2
Name – BILL LANKFORD, CITY OF BEDFORD, TX
Phone – 817-952
Email - BLANKFORD@CI.BEDFORD.TX.US

12. Describe how you meet or exceed the minimum qualifications in the specification.

EXPERIENCE, MANPOWER AND EQUIPMENT

13. List all installations and locations within the last 2 years: (use separate sheet if needed)

Location – CITY OF GRAND PRAIRIE, TX (VARIOUS ROADS)
Contract - $ 262,000.00
Was the project finished on time - YES
Was the project within quoted price - YES

Location – CITY OF BEDFORD, TX (VARIOUS ROADS)
Contract - $ 150,000.00

Was the project finished on time - YES
Was the project within quoted price - YES

Location – CITY OF ARLINGTON, TX (VARIOUS ROADS)
Contract - $ 650,000.00
Was the project finished on time - YES
Was the project within quoted price - YES

Location – TOWN OF FLOWER MOUND, TX (VARIOUS ROADS)
Contract - $ 175,000.00
Was the project finished on time - YES
Was the project within quoted price - YES

Location – TOWN OF ADDISON, TX (VARIOUS ROADS)
Contract - $ 90.000.00
Was the project finished on time - YES
Was the project within quoted price - YES

Location – CITY OF ALLEN, TX (VARIOUS ROADS)
Contract - $ 100,000.00
Was the project finished on time - YES
Was the project within quoted price - YES

STRIPE-A-ZONE, INC HAS COMPLETED OVER 2,000 JOBS IN THE YEAR OF 2015/2016

14. On the following page, list employees (last name only) along with their job title and number of years' experience in your line of work (add additional pages if necessary). Also list equipment, quantity and years in service.

LIST OF EMPLOYEES

Employee Last Name	Job Title	Years of Experience
PLEASE SEE ATTACHMENT		

LIST OF MACHINERY AND EQUIPMENT

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the Bidder submitting this bid. It is important to state quantity and specifications of equipment available. **Example: (2 each Walker automatic paint spray machines)**

Equipment/Machinery	Years in Service	Qty
PLEASE SEE ATTACHMENT		

Attachment 1

EMPLOYEE BY FIRST NAME			
ADAM A LUNDY	EAST TEXAS		
ADAM W ROSS	GP		
ADAN MATA	GP		
ALICE ORTIZ-SCARAMUZZO	GP		
ALLAN REYES	GP		
ALVARO CERRILLO	GP		
ANDREW BIRNEY	EAST TEXAS		
ARRON T HAMES			
BILL (RICHARD) ROBERTSON	EAST TEXAS		
BILLY GUNTER	GP		
BRANDON HODGES	EAST TEXAS		
BRANDON TELLEZ	GP		
CAMERON WADE	EAST TEXAS		
CARLOS A ACEVEDO	GP		
CARLOS CAMPOS	GP		
CARLOS CARDENAS	GP		
CARLOS CARRANZA	GP		
CASEY LEE	GP		
CATHY CORNELL	GP		
CHAD A JEWELL	GP		
CHAD SARGENT	GP		
CHRISSY (CHRISTINA) KELLY	EAST TEXAS		
CHRISTOPHER CAROLAN	EAST TEXAS		
CHRISTOPHER COMBS	GP		
CHUCK (CHARLES) DRATWICK	GP		
CRIS RUTHERFORD			
CRISTIAN GUZMAN-SANCHEZ	EAST TEXAS		
DANNY R WOOD	GP		
DANNY RAY HAGGERTY	EAST TEXAS		
DAVID DOWNES	GP		
DAVID K SARGENT	GP		
DAVID RUIZ	GP		
DAVID SARGENT	GP		
DELISA PRESLEY	GP		
DENNIS SCARBOROUGH	GP		
DEVIN HINKLE	GP		
DON CHRIS WOODS	GP		
DUSTIN BRITT	EAST TEXAS		
DUSTY JAMES BROCKWAY	GP		
DUSTY ROBINSON	GP		
EDGAR GAONA	EAST TEXAS		
ENRIQUE ACOSTA	GP		
FRANCISCO JESUS DELGADO			
FRANCISCO MARTINEZ			
GERARDO GALLEGOS	GP		
GLENN BASS	GP		
HAYDEN K STEELE	GP		
HERBERT E. BICKLEY	HOUSTON		
JAMES "JIM" BLANCHAT	GP		
JAMES HOLLENBACH	GP		

JAMES(MIKE) SIDES	GP		
JAVIER ENRIQUE MOSCOSO	GP		
JESUS ALVEREZ ALVARADO	GP		
JESUS R SILVA	GP		
JESUS SILVA-NEGRETE			
JOHN W GROVES			
JONATHAN J CUNNINGHAM	EAST TEXAS		
JORGE ROMO	GP		
JORGE TORRES	GP		
JOSE A MANDUJANO-CANCHOLA	GP		
JOSE A OCANAS	GP		
JOSE ALVEREZ ALVARADO	GP		
JOSE F GOMEZ			
JOSHUA LEE FRENCH	GP		
JUAN BAUTISTA	GP		
JUAN OLVEDA	GP		
JUAN RAMIREZ	GP		
JUSTIN W SONGER	GP		
KAREN WILLIAMS	GP		
KAY OWEN	GP		
KEVIN L KELLY	EAST TEXAS		
LUIS OCADIZ	GP		
MANUAL D. JAQUEZ-RIVERA	GP		
MANUEL DEJESUS HERNANDEZ-ROSAS	GP		
MANUEL HERNANDEZ	GP		
MARK WORSHAM	EAST TEXAS		
MARTIN M ARREOLA	GP		
MIGUEL CANCHOLA	GP		
NICOLAS ARCIBAR	GP		
PONCHO (FRANCISCO RIVER) JACQUEZ	GP		
RAYMUNDO H CABALLERO	GP		
RITA BLUE	GP		
ROBERTO (LUIS) CANO	GP		
SALVADOR RUIZ	GP		
SAMUEL OJEDA	GP		
SANTIAGO MARTINEZ	GP		
SEBASTIAN L AGUILAR	GP		
SEFERINO SALDANA	GP		
SERGIO DEANDA	GP		
SERGIO VENEGAS-NAJAR	GP		
SHANNON ALLEN	GP		
TONY WAYNE JAMERSON	EAST TEXAS		
TYRONE B JOHNSON	EAST TEXAS		
WILLIE CLARK	EAST TEXAS		

Item #	Description	Model Year
1	(7) Drills @ $1,000 each	
2	(7)Generators @ $1,000 each	
3	Nissan Forklift	
4	Thermo Paint Liner	
5	Machine Blastrac Trlr, Magnet Sweeper	
6	SP160 Epoxy Machine	
7	Thermoplastic Premelter on Trlr	
8	Small Grinder	
9	(6) SPS10 Surface w/11 HP eng w/CM2150 cabri	
10	Dual Quad Front Wheel Hyster	1985
11	2-2500lb Capacity Thermo Melting Kettles	
12	(2) LNX 8-line Removers 2x $4000	
13	(16) Paint Machine @3,500 each	
14	(4) Line Lazer 3900 @$3,500 each	
15	Line Lazer 6900 w/ Line Driver	
16	5-Complete MPS 350 @ $ 9,400 Each	
17	*7" wide fine cut carbide drum assembly, utilizing*	
18	2.25" OD carbide tepped cutters*	
19	Power unit equipped w/*	
20	John Deere Model 4024T diesel engine	
21	Roadmaster 7000 Equipment Trailer	
22	(3) Hydroteck 2008 Pressure Washer 16x82 tan @7,500 each	2005
23	Line Laser IV 200HS 2Gun	
24	Line Driver (for Line Laser)	
25	Bituminous App/Trailer MNT 2001-2	
26	SST 18" Remover Attachment Model 450 Sta	
27	Bobcat S160 Skid Steer Loader	2005
28	Hiab M55BS Forklift	2006
29	SmartNav II GPS Unit	
30	SmartNav II GPS Unit	
31	SmartNav II GPS Unit	
32	SmartNav II GPS Unit	
33	SmartNav II GPS Unit	
34	SmartNav II GPS Unit	
35	SmartNavII GPS Unit	
36	SmartNav II GPS Unit	
37	SmartNav II GPS Unit	
38	SmartNav II GPS Unit	
39	SmartNav II GPS Unit	
40	Moffett M55 Forklift	2007
41	2-Reflectometer @ $15,000 each	
42	Scorpion Crash Pad	
43	Scorpion Crash Pad	
44	Scorpion Crash Pad	
45	Forklift SAZ#forklift 7	1997
46	Line Laser IV	
47	Line Laser IV	
48	Line Driver	
49	Line Driver	
50	MRL Line Removal Saw/Cutter (perm mounted to client #69)	2006
51	Paint Line Equipment (perm mounted to client #67)	

Item #	Description	Model Year
52	MRL Line Removal apparatus (perm mounted to client #68)	
53	Waterblasting Eqp (perm mounted to client #78)	
54	Equipment (perm mounted to client #89)	
55	Mounted Thermoplastic striping apparatus (mounted to #101)	
56	MRL DHL Line Removal Apparatus (perm mounted to #93)	2008
57	Paint Equipment plus auto PD (veh 102)	
58	Porter Air Compressor	
59	Honda Generator	
60	Edco Grinder	
61	Keizer-Morns International Infrared Heater	
62	Mini Mac 350 Thermoplastic Application System	2014
63	Mini Mac 350 Thermoplastic Application System	2014
64	Mini Mac 350 Thermoplastic Application System	2014
65	Stripe Hog Eqpt perm mounted to #116 2015 Peterbilt Tk #3624	2015
66	Borum Master SP P DL	2015
67	E-Z Liner W6 2600 Pro-Series with hand gun	
68	Line Driver-Heavy Duty Model	2015
69	Line Driver-Heav Duty Model	2015
70	Striping Machine-Linelazer HS 200-Auto Layout	2015
71	Striping Machine-Linelazer HS 200-Auto Layout	2015
72	Diamond Core Rig Unit	2015
73	Line Driver HD	2015
74	Line Driver HD	2015
75	Line Lazer IV 200 HS Auto 2G	2015
77	Mini Mac 350 Self-Propelled Detail Striper	2014
78	Generac Guardian Generator	2014
79	4000 Gal Double Wall Fuel Tank, pump, meter, hose, nozzle.	
80	Mounted Equipment plus auto Physical Damage	
81	Borum Master 5000 SP LD P Road Marking Machine & equipment	
82	Bobcat S570 Skid Steet Loader, Bucket, Auger & mower	2016
83	UniCarriers Platinum II Series Pneumatic Tire Forklift	

Manufacturer	Model	Id Serial Number
		5498
		BL-GPX1018
		HH226454A
		TKAR16610-70E
		625980616
		10667
		#165B3Y
		TBA
		20050123
		BA224
		BA2385
		DO172082005, +
		00400022
		526711527
	M55BS	E420168
		10.0.64.154
		10-0-46-57
		10.0.12.54
		10.0.41.212
		10.0.10.69
		10.0.14.95
		10.0.14.99
		10.0.10.22
		10.0.40.107
		10.0.54.234
		10.0.53.218
	M55	270008
	LTLX	4664
		TF2730
		TF2731
Moffett	M500	7119
		BA1740
		BA1741
		BA2966
		BA3203

Mounted on #69
Mounted on #67

Manufacturer	Model	Id Serial Number
Mounted on #68		06404
Mounted on #78		
Mounted on #89		
Mounted on #101		
Mounted on #93	3-410	
Mounted on #102	4-16000-G Apparatus	14401
	Cable 150	2967778056
	EU3500	EZGF-1327696
	CPM-8-9H	71210117
	C401714K7G	KM3-32
	MM350	MM35025
	MM350	MM35028
	MM350	MM35029
Mounted on #116	SH8000	
		22037
		1H13005PR
	501019-002-50C	BA4127
	501019-002-50C	BA4303
	20110-100-50C	BA892
	50110-100-50C	BA895
	DD200	92957
	262005	NBR:BA4450
	262005	NBR:BA4451
	253955	NBR:BA905
	MM350	MM35019
		9292716
Mounted on #122		
		ALM415478
#FL08	PF50LP	

Date Purchased

03/20/2002

08/01/2002

03/03/2004

02/17/2005
09/28/2005
09/28/2005
09/28/2005
09/28/2005
09/28/2005
09/20/2006

08/31/2011
11/13/2012
11/13/2012
11/13/2012
11/13/2012

Date Purchased

01/15/2014
03/20/2014
03/20/2014
03/20/2014
03/20/2014

12/22/2014
02/12/2015

02/15/2015
02/15/2015
02/05/2015
02/05/2015
02/06/2015
03/20/2015
03/20/2015
03/20/2015
04/10/2015

12/16/2015

01/26/2016

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

CITY OF GRAND PRAIRIE
SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items as specified in section 17 and receipt of the following addenda which are part of the Solicitation Documents:

ALL OF SECTION 17 HAS BEEN SUBMITTED YES

Addendum No. N/A Addendum No. N/A

Addendum No. N/A Addendum No. N/A

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒ No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

A. **Agrees that the submittal is complete and all required information/forms were submitted.**

B. Agrees that the bid package was fully reviewed and fully understands the requirements.

C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.

D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.

E. Will supply all required insurance, and execute contract within the time stated on the notice of award.

F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

Authorized Signature

PRESIDENT
Title

DAVID SARGENT
Print/Type Name

7/20/16
Date

STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.

2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.

3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.

4. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.

5. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the City and furnished upon request.

6. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

7. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

8. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.

9. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

10. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.

11. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.

12. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.

13. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City 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, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.

14. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification.

15. **F.O.B.:** All shipping shall be F.O.B. delivered.

16. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

17. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

18. **COOPERATIVE/INTERLOCAL PURCHASING:** If the Vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.

19. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

20. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

21. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.

22. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

23. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

24. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to PO Box 534045, Grand Prairie, TX 75053. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. DO NOT INCLUDE TAXES in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.

25. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

26. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.

27. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

28. **ADDENDA:** Any interpretations, corrections, or changes to this solicitation will be made by the City of Grand Prairie through a written addendum.

29. **PRICE REDETERMINATION:** A price re-determination for the increase in cost for goods or services shall be considered by the City of Grand Prairie only at contract renewals. Requests for price re-determination shall be substantiated in writing and provided to the City no less than 30 days prior to contract renewal. The City reserves the right to negotiate with the vendor on any price re-determination requests and to reject any price re-determination requests that are deemed as not in the best interest of the City.

INSURANCE and INDEMNITY

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

	TYPE	AMOUNT
1.	Workers' Compensation	Statutory
2.	Employer's Liability	$1,000,000
3.	Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	$1,000,000 (Combined Single Limit)
4.	Comprehensive Automobile Liability	$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.

Grand Prairie
TEXAS
Dream Big & Play Hard

STATEMENT OF NO RESPONSE
RFB #00000
BID NAME

The City of Grand Prairie is very appreciative of the time and effort you expend in preparing and submitting qualifications to the city. If you are not submitting a response, please complete and return this form.

We, the undersigned, have declined to submit for the following reason(s):

- ☐ Specification too "tight", i.e. geared toward one firm only *(please explain reasons below)*
- ☐ Specification unclear. *(Please explain below)*
- ☐ Insufficient time to respond
- ☐ We do not offer the services(s) requested
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet requirements
- ☐ Job too large
- ☐ Job too small
- ☐ Cannot provide required insurance or bonding (if required)
- ☐ Do not wish to do business with the City of Grand Prairie. *(Please explain below)*
- ☐ Other *(Please explain below)*

N/A

REMARKS: stbstb

Company Name: _____ Contact: _____

Phone: _____ Email: _____

Question and Answers for Bid #16113 - PAVEMENT MARKING SERVICE

Overall Bid Questions
There are no questions associated with this bid.

Attachment 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-100910

Date Filed:
08/17/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stripe-A-Zone, Inc.
Grand Prairie, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB #16113
Pavement Marking

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ALICE SCARAMUZZO
Notary ID # 11995371
My Commission Expires
June 19, 2020

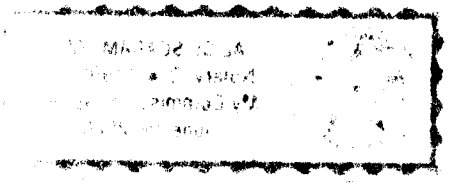
AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity
DAVID Sargent - President

Sworn to and subscribed before me, by the said David Sargent, this the 17th day of August, 20 16, to certify which, witness my hand and seal of office.

Alice Scaramuzzo — Alice Scaramuzzo — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath



Client#: 934279 STRIPINC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Pamela King
USI Southwest Dallas 2711 N. Haskell Ave., Suite 2000 Dallas, TX 75204	PHONE (A/C, No, Ext): 214 443-3251 FAX (A/C, No): 610-537-9894 E-MAIL ADDRESS: pamela.king@usi.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co. of Amer	25666
INSURER B : Great American Insurance Compan	16691
INSURER C : Phoenix Insurance Company	25623
INSURER D : Travelers Lloyds Insurance Comp	41262
INSURER E : Charter Oak Fire Insurance Comp	25615
INSURER F :	

INSURED
Stripe-A-Zone, Inc.
Diamond "S" Striping, Inc.
2714 W. Sherman
Grand Prairie, TX 75051

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CO491D3093	11/01/2015	11/01/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X PD Ded: 2,500						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER							$
E	AUTOMOBILE LIABILITY			8107902C304	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUU062957502	11/01/2015	11/01/2016	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB491D307A	11/01/2015	11/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Rented/Leased Eqp			6600528B319	11/01/2015	11/01/2016	$100,000 $2,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Information Only.

The General Liability policy contains a blanket additional insured endorsement CG D6 04 08/13 that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a Business Auto Extension Endorsement CA T3 53 02/15 that provides blanket

(See Attached Descriptions)

CERTIFICATE HOLDER

Stripe-A-Zone, Inc.
Diamond "S" Striping, Inc.
2714 W. Sherman
Grand Prairie, TX 75051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J.W. Wagner

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DESCRIPTIONS (Continued from Page 1)

additional insured status and waiver of subrogation when there is a written contract between the named insured and the certificate holder that requires such status.
The Auto policy contains a Primary and Non-Contributory endorsement CA T4 74 02/12 that provides primary and non-contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.
The General Liability policy contains a Contractors XTend Endorsement CG D3 16 11/11 that provides Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.
The Workers Compensation policy contains a Blanket Waiver of Subrogation Endorsement WC 42 03 04 that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

   Any person or organization that:

   a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and

   b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

   is an insured, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

      (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

         (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

         (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

         the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

      (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

         (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

         (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

         the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

      (3) If neither Paragraph (1) nor (2) above applies:

         (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

         (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
   b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the DEFINITIONS Section:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.

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COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: DT-CO-491D3093-TIA-15 ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.	GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You** and **Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

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COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

   Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:**

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

   Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

   The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

   The following is added to SECTION II – WHO IS AN INSURED:

   Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

   No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. **KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. **UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. **BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

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POLICY NUMBER: DT-CO-491D3093-TIA-15 ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:

SEE IL T8 03

GRAND PRAIRIE
TX
75051

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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POLICY NUMBER: DT-CO-491D3093-TIA-15 GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US
(IL T4 05 03-11)

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

"ANY PERSON OR ORGANIZATION TO WHOM YOU AGREED IN WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOW IN THIS SCHEDULE."

ADDRESS:

"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.,** Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.,** Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph **5., Other Insurance,** in **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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POLICY NUMBER: DT-810-7902C304-COF-15 ISSUE DATE: 11-04-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: (DTNUB-491D307-A-15)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
   Name of person or organization

   ☒ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS OPERATIONS.

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 11-04-15 ST ASSIGN:

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (DTNUB-491D307-A-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 11-04-15 ST ASSIGN:

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 06 01 (00) – 001

POLICY NUMBER: (DTNUB-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1: YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

DATE OF ISSUE: 11-04-15 ST ASSIGN:

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 06 01 (00) – 002

POLICY NUMBER: (DTNUB-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

CONTINUATION OF ENDT. WC 42 06 01 (00) - 001
2: WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS
ENDORSEMENT.
ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

DATE OF ISSUE: 11-04-15 ST ASSIGN:

Grand Prairie City - Contract Cover Sheet

Attachment 2

ID **6574**

Department:
Purchasing for Streets

Vendor Name:
Stripe-a-Zone

Project Name:
16113 CO1 Pavement Marking Service - Stripe-a-Zone - change order 1

Work Order Number(s):

Account Number:
232010 01610503 63115

Contract Amount:	**Implementation Date:**	**Termination Date:**	**City Council Appr. Date:**
$10,350.00	9/21/2016	9/16/2017	8/16/2016

Insurer A Name:
Travelers Indemnity Co of America

Insurer A Expiration:
11/1/2016

Insurer B Name:
Great American Ins

Insurer B Expiration:
11/1/2016

Insurer C Name:
Phoenix Ins Co

Insurer C Expiration:
11/1/2016

Insurer D Name:
Travelers Lloyds Ins

Insurer D Expiration:
11/1/2016

Insurer E Name:
Charter Oak Fire Ins

Insurer E Expiration:
11/1/2016

Return Executed Copy To:
purchasing

Department Manager Signature:
Kathleen C. Mercer

RM
Date:
September 22, 2016

City Attorney Signature:

Date:
9/27

City Manager/Deputy City Manager Signature:

Date:
9/27/16

City Secretary Signature:
Cd

Date:
9/28/2016

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY", and **STRIPE-A-ZONE** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement marking services per bid award resulting from vendor's response to RFB #16113, submitted by David Sargent on July 20, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling $2,322,915.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the above referenced agreement provides that CITY may request changes in the scope and focus of activities under this agreement; and

WHEREAS, the CITY has determined that we may require the services provided under this agreement of TYI and TYII 4" yellow BRK which were not specifically priced in the original bid response; and

WHEREAS, the VENDOR has agreed to perform said additional services, for an additional annual cost of $ TYI $.49 per LF; and TYII $.20 per LF;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to add provisions for TYI and TYII 4" yellow BRK; and

2. The CITY agrees that the price quoted is acceptable and in the best interest of the CITY; and

3. The estimated annual amount to be paid to VENDOR under such contract shall be increased by the sum of $10,350.00, making the total estimated annual amount to be paid to VENDOR under such contract $474,933.00, to reflect the one year renewal; and

4. The five year total if all extension are exercised will increase from $2,322,915.00 to $2,374,665.00; and

5. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 28th day of Sept., 2016

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Tom Cox, Deputy City Manager

ATTEST:

_____
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

_____
Donald R. Postell, City Attorney

STRIPE-A-ZONE

By: _____
Printed Name: DAVID SARGENT
Title: PRESIDENT

Attachment 2

Grand Prairie TEXAS
Dream Big Play Hard

Annual Agreement Change Order Worksheet

16113 Pavement Marking Srv - EXHIBIT A

	Possible Contract Years	**5**	
Original Annual Contract Value	**$ 464,583.00**	Original Max Potential Value	$2,322,915.00
25% Maximum Increase	$ 116,145.75	Max Possible Value	$2,903,643.75
Max Possible Annual Contract Value	$ 580,728.75	Current Total Value	$2,374,665.00

Dollar Value each on each Contract Term

	Contract Action	Initial Term	Renewal 1	Renewal 2	Renewal 3	Renewal 4
09/19/16	Change Order 1 added items	$ 10,350.00	$ 10,350.00	$ 10,350.00	$ 10,350.00	$ 10,350.00
	Renewal 1	$ -	$ -	$ -	$ -	$ -
	Renewal 2	$ -	$ -	$ -	$ -	$ -
	Renewal 3	$ -	$ -	$ -	$ -	$ -
	Percentage Change	2.23%	2.23%	2.23%	2.23%	2.23%
	Total of Changes	$ 10,350.00	$ 10,350.00	$ 10,350.00	$ 10,350.00	$ 10,350.00
	PREVIOUS TERM Annual Contract Value	**$ 474,933.00**	**$ 474,933.00**	**$ 474,933.00**		
	CURRENT TERM Annual Contract Value				**$ 474,933.00**	
	FUTURE TERM Annual Contract Value					**$ 474,933.00**

STRIPE-A-ZONE
PAVEMENT MARKING SPECIALISTS

Proposal

From: Stripe-A-Zone, Inc.
2714 West Sherman Street
Grand Prairie, TX 75051
Phone: (972) 647-2714
Fax: (9720 641-9520

Project: BG-16268
Description: S. CARRIER 1200-1800 BLOCK
Bid Location:
Bid Date: 09/19/2016
Contract #:

To: City of Grand Prairie
1821 S. State Hwy 161
Grand Prairie, TX 75051
Contact: Jeremy Wilks
Phone: 972-237-8558
Email: jwilks@gptx.org

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
50 REFL PAV MRK TY I (Y) 4" BRK	15,000.000	LF	$0.490	$7,350.00
51 REFL PAV MRK TY II (Y) 4" BRK	15,000.000	LF	$0.200	$3,000.00
			TOTAL BID:	**$10,350.00**

Client#: 934279 STRIPINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Pamela King
USI Southwest Dallas 2711 N. Haskell Ave., Suite 2000 Dallas, TX 75204	PHONE (A/C, No, Ext): 214 443-3251 FAX (A/C, No): 610-537-9894 E-MAIL ADDRESS: pamela.king@usi.biz

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Stripe-A-Zone, Inc. Diamond "S" Striping, Inc. 2714 W. Sherman Grand Prairie, TX 75051	INSURER A: Travelers Indemnity Co. of Amer	25666
	INSURER B: Great American Insurance Compan	16691
	INSURER C: Phoenix Insurance Company	25623
	INSURER D: Travelers Lloyds Insurance Comp	41262
	INSURER E: Charter Oak Fire Insurance Comp	25615
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CO491D3093	11/01/2015	11/01/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X PD Ded: 2,500						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER							$
E	AUTOMOBILE LIABILITY			8107902C304	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUU062957502	11/01/2015	11/01/2016	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB491D307A	11/01/2015	11/01/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Rented/Leased Eqp			6600528B319	11/01/2015	11/01/2016	$100,000 $2,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Information Only.

The General Liability policy contains a blanket additional insured endorsement CG D6 04 08/13 that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a Business Auto Extension Endorsement CA T3 53 02/15 that provides blanket

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Stripe-A-Zone, Inc. Diamond "S" Striping, Inc. 2714 W. Sherman Grand Prairie, TX 75051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J.W. Wagner

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DESCRIPTIONS (Continued from Page 1)

additional insured status and waiver of subrogation when there is a written contract between the named insured and the certificate holder that requires such status.
The Auto policy contains a Primary and Non-Contributory endorsement CA T4 74 02/12 that provides primary and non-contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.
The General Liability policy contains a Contractors XTend Endorsement CG D3 16 11/11 that provides Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.
The Workers Compensation policy contains a Blanket Waiver of Subrogation Endorsement WC 42 03 04 that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

   Any person or organization that:

   a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and

   b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

   is an insured, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

      (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

         (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

         (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

         the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

      (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

         (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

         (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

         the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

      (3) If neither Paragraph (1) nor (2) above applies:

         (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

         (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
   b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.

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COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: DT-CO-491D3093-TIA-15 ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.	GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You** and **Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

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COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

   Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

   (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

   Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. **KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. **UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., Representations, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. **BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

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POLICY NUMBER: DT-CO-491D3093-TIA-15 ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:

SEE IL T8 03

GRAND PRAIRIE
TX
75051

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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POLICY NUMBER: DT-CO-491D3093-TIA-15 GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US
(IL T4 05 03-11)

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

"ANY PERSON OR ORGANIZATION TO WHOM YOU AGREED IN WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOW IN THIS SCHEDULE."

ADDRESS:

"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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POLICY NUMBER: DT-810-7902C304-COF-15 ISSUE DATE: 11-04-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: (DINUB-491D307-A-15)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
   Name of person or organization

   ☒ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS OPERATIONS.

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No. _____ Endorsement No. _____
Insured _____ Premium _____

Insurance Company _____ Countersigned by _____

DATE OF ISSUE: 11-04-15 ST ASSIGN:

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TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (DTNUB-491D307-A-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 11-04-15 ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 06 01 (00) – 001

POLICY NUMBER: (DTNUB-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1: YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 06 01 (00) – 002

POLICY NUMBER: (DTNUB-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

CONTINUATION OF ENDT. WC 42 06 01 (00) - 001
2: WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.
ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

DATE OF ISSUE: 11-04-15 ST ASSIGN:

City of Grand Prairie

City Hall
317 College Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	16-5909	**Version:**	1	**Name:**	Price Agreement for Pavement Marking Services from Stripe-A-Zone
Type:	Agenda Item			**Status:**	Consent Agenda
File created:	7/29/2016			**In control:**	Public Works
On agenda:	8/16/2016			**Final action:**	
Title:	Price agreement for pavement marking services from Stripe-A-Zone (up to $464,583 annually) for one year with the option to renew for four additional one year periods totaling $2,322,915.00 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TABULATION.pdf CIP BUDGET SUMMARY.pdf				

Date	Ver.	Action By	Action	Result

From
Glenda Peterson

Title
Price agreement for pavement marking services from Stripe-A-Zone (up to $464,583 annually) for one year with the option to renew for four additional one year periods totaling $2,322,915.00 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to $50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter
Ron McCuller, Public Works Director

Recommended Action
Approve

Analysis
This price agreement will be used for the installation of pavement markings throughout the City.

Notice of bid # 16113 was viewed by 13 vendors. There were two Grand Prairie vendors available for this commodity. One bid was received as shown on attachment A.

The pricing is reflective with the City's expectations Stripe-A-Zone meets all specifications and is recommended for award. Although they were the only bidder the pricing submitted was within our expectations for this type of work

powered by Legistar™

Financial Consideration

Funds are available in the FY 2015/2016 budget under 232010 (Street Maintenance Sales Tax), 01610503 (FY16 Streets Maintenance Projects), 63115 (Signs/Markings Maintenance), and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.

TABULATION RFB# 16113 PAVEMENT MARKING SERVICES Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.		Vendor Name		Stripe-a-Zone	
		Contact		Billy Gunter	
		Email		bill@striep-a-zone.com	
		Phone		972-647-2714 x112	
		City/State		Grand Prairie, TX	
Item#	Description	UOM	Est Quantity	Unit Price	Est Cost
1	Reflective Pavement Marking TY I W BRK 4"	LF	30000	0.49	$ 14,700.00
2	Reflective Pavement Marking TY I W BRK 6"	LF	30000	0.55	$ 16,500.00
3	Reflective Pavement Marking TY I W BRK 8"	LF	15000	0.95	$ 14,250.00
4	Reflective Pavement Marking TY I W BRK 12"	LF	15000	3.30	$ 49,500.00
5	Reflective Pavement Marking TY I W SLD 4"	LF	30000	0.47	$ 14,100.00
6	Reflective Pavement Marking TY I W SLD 6"	LF	30000	0.54	$ 16,200.00
7	Reflective Pavement Marking TY I W SLD 8"	LF	15000	0.95	$ 14,250.00
8	Reflective Pavement Marking TY I W SLD 12"	LF	7500	3.30	$ 24,750.00
9	Reflective Pavement Marking TY I W SLD 24"	LF	7500	4.53	$ 33,975.00
10	Reflective Pavement Marking TY I W SLD ARROW	EA	108	93.00	$ 10,044.00
11	Reflective Pavement Marking TY I W SLD DBL ARROW	EA	30	98.00	$ 2,940.00
12	Reflective Pavement Marking TY I W SLD WORD	EA	30	103.00	$ 3,090.00
13	Reflective Pavement Marking TY I W SLD RR XING	EA	30	310.00	$ 9,300.00
14	Reflective Pavement Marking TY I Y SLD 4"	LF	60000	0.47	$ 28,200.00
15	Reflective Pavement Marking TY II W BRK 4"	LF	30000	0.20	$ 6,000.00
16	Reflective Pavement Marking TY II W BRK 6"	LF	30000	0.22	$ 6,600.00
17	Reflective Pavement Marking TY II W BRK 8"	LF	15000	0.39	$ 5,850.00
18	Reflective Pavement Marking TY II W SLD 4"	LF	15000	0.20	$ 3,000.00
19	Reflective Pavement Marking TY II W SLD 6"	LF	15000	0.22	$ 3,300.00
20	Reflective Pavement Marking TY I W SLD 8"	LF	15000	0.39	$ 5,850.00
21	Reflective Pavement Marking TY II W SLD 12"	LF	7500	0.68	$ 5,100.00
22	Reflective Pavement Marking TY II W SLD 24"	LF	7500	1.33	$ 9,975.00
23	Reflective Pavement Marking TY II W SLD ARROW	EA	108	26.00	$ 2,808.00
24	Reflective Pavement Marking TY II W SLD DBL ARROW	EA	30	31.00	$ 930.00
25	Reflective Pavement Marking TY II W SLD WORD	EA	30	36.00	$ 1,080.00
26	Reflective Pavement Marking TY II W SLD RR XING	EA	30	78.00	$ 2,340.00
27	Reflective Pavement Marking TY II Y SLD 4"	LF	60000	0.20	$ 12,000.00
28	Eliminate Existing Pavement Marking 4"	LF	30000	0.26	$ 7,800.00
29	Eliminate Existing Pavement Marking 6"	LF	30000	0.27	$ 8,100.00
30	Eliminate Existing Pavement Marking 8"	LF	15000	0.52	$ 7,800.00
31	Eliminate Existing Pavement Marking 12"	LF	7500	0.83	$ 6,225.00
32	Eliminate Existing Pavement Marking 24"	LF	7500	1.60	$ 12,000.00
33	Eliminate Existing Pavement Marking ARROW	EA	108	21.00	$ 2,268.00
34	Eliminate Existing Pavement Marking WORD	EA	30	25.00	$ 750.00
35	Eliminate Existing Pavement Marking RR XING	EA	30	40.00	$ 1,200.00
36	Pavement Marking Preparation 4"	LF	30000	0.21	$ 6,300.00
37	Pavement Marking Preparation 6"	LF	30000	0.23	$ 6,900.00
38	Pavement Marking Preparation 8"	LF	15000	0.42	$ 6,300.00
39	Pavement Marking Preparation 12"	LF	15000	0.83	$ 12,450.00
40	Pavement Marking Preparation 24"	LF	7500	1.60	$ 12,000.00
41	Pavement Marking Preparation ARROW	EA	108	16.00	$ 1,728.00
42	Pavement Marking Preparation DBL ARROW	EA	30	16.00	$ 480.00
43	Pavement Marking Preparation WORD	EA	30	19.00	$ 570.00
44	Pavement Marking Preparation RR XING	EA	30	36.00	$ 1,080.00
45	Raised Pavement Marker CL B REFL TY I A	EA	3000	4.00	$ 12,000.00
46	Raised Pavement Marker CL B REFL TY II A-A	EA	3000	4.00	$ 12,000.00
47	Raised Pavement Marker CL B REFL TY I C	EA	3000	4.00	$ 12,000.00
48	Raised Pavement Marker CL B REFL TY II C-R	EA	3000	4.00	$ 12,000.00
49	Eliminate Existing Pavement Markers	EA	6000	1.00	$ 6,000.00
				ESTIMATED TOTAL	$464,583.00

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 232010-01610503-63115
Project Title: FY16 Street Maintenance Projects
Current Request: $0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Signs/Markings Maint (63115)	$200,000	$151,055		$151,055	$200,000
Eng/Geo/Con (68560)				$0	$0
Labor Distribution (68999)				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
TOTAL	**$200,000**	**$151,055**	**$0**	**$151,055**	**$200,000**

TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: December 5, 2016

FROM: Andy Kancel, Chief of Police

ITEM: **Consider approval of the purchase of mobile computers and related software for the implementation of an Incident Based Reporting System for Animal Services.**

BACKGROUND INFORMATION: Animal Services has budgeted approximately $77,000.00 to purchase mobile data computers (MDC) and related software to implement an Incident Based Reporting System. This system will allow them to move to a computerized records management system, dispatching and report taking/writing. This will provide one mobile data computer with connectivity that will allow access to dispatching and responding to calls for service, writing reports, creating calls for service and access to the Records Management System in all four Animal Services Officer (ASO) vehicles, as well as one terminal assigned to the Animal Services building for the same purposes.

The Police Department and Fire Department have had and used Integrated Computer Systems Incident Based Reporting System (ICS IBRS) for several years now. This keeps down radio traffic, improves accountability, and greatly simplifies report writing and record keeping. Animal Services does not yet have this system in place.

All records, such as dog bite reports, are kept in a manual file cabinet which contains folders for every single street in Flower Mound. This allows the clerks to file reports by hand, search for similar incidents by location and expunge old records.

All of this is done manually. This is an incredibly time consuming and labor intensive process and extremely antiquated. Adding MDCs to Animal Services will ensure continuity with police records keeping and records management. Presently, the two are not connected in any way.

Most importantly, the MDC allows the Department to use GPS locations for the officers in the field. If they find themselves in an emergency situation currently, they must be able to give their location clearly over the radio. If they cannot do so, they cannot be located. The MDC would show us the location of the vehicle at all times so that we could more easily locate the officer in an emergency.

Funds for this purchase were approved as a decision package during the 2016-2017 budget process.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Continue with current methods

FISCAL IMPACT: Approximately $77,000.00

Proposed Expenditure:	Account Number(s):
$77,000.00	100-640-4200-6090

Finance Review by: Debra Wallace, Deputy Town Manager/CFO DW

LEGAL REVIEW: N/A

ATTACHMENTS:

1. ASO MDC Decision Package Itemization

RECOMMENDATION:

Recommend approval of the purchase of mobile computers and related software for the implementation of an Incident Based Reporting System for Animal Services.

Attachment 1

ASO MDC Decision Package Itemization

MDC Rugged Laptop

Dell Latitude 14 Rugged (5404), CTO (210-ADEK) $2,629.92 X 4	$10,519.68
Dell Desktop with 8.0 GB, 64-bit OS, 2.20GHz processor or better	$2,000.00
Havis DS-DELL-405 Basic Dock with Electronics for Latitude Rugged $366.84 X 4	$1,467.36
Sub Total	$13,987.04

ICS Software

MDC	$3,700.00 X 4	$14,800.00

- Mobile Data Client integrated with CAD to display and edit the following information: call for service, call history, alerts, premise and structure, emergency response, alarms and messages. Software has more than 40 functions, including: put units and personnel in service, en-route/arrive/clear calls, transport, add remarks, self-initiated calls and activities (lunch, court, etc). One license required for each mobile device. (prereq: AS-MDC)

ICS IBRS Dispatch CAD-CAL Call-taker package (1)	$9037.50

- LAW-1 Law records includes: incident and offense reporting, property (stolen, recovered, evidentiary), vehicle (stolen, recovered, impound), incident name, call for service, master index, (IBR) Incident Based or UCR Summary reporting and arrest (pre req: MS Term Server for mobile clients)
- LAW-FIR-S Field Intelligence Reporting (pre req: LAW-FIR-I)
- CAD-CAL: CAD Call Taker Provides the Call Taker the capabilities to quickly assign a call for service to any dispatcher.

MDC-MAP-B	$150.00 X 4	$600.00

- Mobile basic mapping, mark and zoom to location of the current call (pre req: customer supplied ESRI map in ICS approved format)

MDC-MAP-A	$1,000.00 X 4	$4,000.00

- Mobile advanced mapping, mark and zoom to call location plus, mark all pending calls (prereq: MDC-MAP-B, AS-GPS, vehicles equipped with ICS approved GPS devices)

MDC-NCIC	$500.00 X 4	$2,000.00

- Mobile Data Client NCIC/TLETS processing (pre req:AS-NCIC)

MDC-PAG	$500.00 X 4	$2,000.00

- Mobile Data Client paging (pre req: AS-PAG)

MDC-QUI	$250.00 X 4	$1,000.00

- Quick search for documents, images and sounds

MDC-RAP	$200.00 X 4	$800.00

- Mobile Data Client Racial Profiling

MDC-TTS	$250.00 X 4	$1,000.00

- Mobile Data Client Text-to-Speech

LAW-1	$3,700.00 X 4	$14,800.00

- Law records includes: incident and offense reporting, property (stolen, recovered, evidentiary), vehicle (stolen, recovered, impound), incident name, call for service, master index, (IBR) Incident Based or UCR for reporting and arrest (pre req: MS Term Server for mobile clients)

LAW-FIR-S	$250.00 X 4	$1,000.00

- Field Intelligence Reporting (pre req: LAW-FIR-I)

Sub Total		$42,000.00

Utility Rocket

NFS-101 NFS	$89.00 X 4	$356.00

- (NMEA Forwarding Service) - Windows 7 / 8 Perpetual License Per Device

ROKT-HB-1001	$1,068.00 X 4	$4,272.00

- Rocket 1 year Bundle - Includes high speed modem, Rocket locker w/ timer, quad band antenna, WiFi rubber duck antenna, RP-SMA extension cable, and RCM (1 year).

SER-H-6100	$49.00 X 4	$196.00

- Diagnostics Configuration

SER-I-5201	$239.00 X 4	$956.00
• Rocket Hardware Installation - Standard vehicle		
Sub Total		$5,780.00

NetMotion Mobility

Windows Device Licenses	$244.75 X 4	$979.00
Mobility Maintenance: Premium (this is the cost for up to 10)		$606.73
Sub Total		$1,585.73

Verizon

AirCards ($37.99 per month)	$455.88 X 4	$1,823.52

Microsoft

Office	$380.00 X 5	$1,900.00

Computer stands

Stand for Chevrolet Truck	$500.00 X 4	$2,000.00

Grand Total for four MDCs with a desk computer with call-taking ability: $72,113.79

This itemization is to help illustrate costs incurred in implementation of Mobile Data Terminals for Animal Services and may not be completely inclusive of all associated costs. These are not actual current quotes, but are based on recent (but past) quotes. Therefore, the actual cost may be slightly more than the total cost for illustrative, educational purposes herein.

TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: December 5, 2016

FROM: Randy Williams, Utility Services Manager

ITEM: **Consider and approve a new contract with the City of Dallas for wholesale treated water, describing the terms and conditions relating to the purchase and delivery of potable water to the existing Pintail Pump Station.**

BACKGROUND INFORMATION: Flower Mound entered into the present wholesale treated water contract with the City of Dallas on January 21, 1987, to receive potable water at the Pintail Pump Station. The subscription increased over time to the current subscription amount of 11.0 million gallons per day. Delivered quantity varies as influenced by weather to as much as 2.8 billion gallons during FY 2010/2011. The existing contract includes a 30 year term scheduled to expire in January of 2017.

Changes identified in new contract include:

Section 3.3 – Demand Schedule

The new contract requires Flower Mound to notify Dallas about any volume increases anticipated during the term of the contract. The existing pipeline connecting the Dallas system to the Pintail Pump Station operates at capacity and would require significant construction costs to accommodate an increase in the current subscribed volume. The current Water System Master Plan does not include increasing the volume of Dallas water.

Section 4.11 – Liability: Loss of Water Provisions

The new provision identifies responsibility for water loss accountability. The language is consistent with current Town practices regarding water loss audits and clarifies responsibility.

Section 7.5 – Late Payment

The new language identifies responsibility for late payment fees. It is consistent with current Town practices required by Texas Government Code.

Article 8 – Curtailment, Water Conservation, and Drought Contingency Plans

The existing contract includes curtailment and conservation elements. The new language specifically requires providing Dallas with conservation plans submitted to regulatory authorities.

Section 9.3 – Rights to Water and Return Flows

The new provision acknowledges Dallas' rights to recycled water associated with the purchase of its treated water. It does not include claims or limits on wastewater treatment plant effluents.

Section 13.2 – Release for Line Damages

New language that releases Dallas from responsibility of damage to Flower Mound pipelines resulting from Dallas water quantity or quality.

FISCAL IMPACT: N/A

LEGAL REVIEW: James Donovan, of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., has reviewed the attached contract as to form and legality.

ATTACHMENTS:

1. Wholesale Treated Water Contract, between the City of Dallas, and the Town of Flower Mound

RECOMMENDATION: Move to approve a new contract with the City of Dallas for wholesale treated water, describing the terms and conditions relating to the purchase and delivery of potable water to the existing Pintail Pump Station.

WHOLESALE TREATED WATER CONTRACT BETWEEN CITY OF DALLAS AND THE TOWN OF FLOWER MOUND

STATE OF TEXAS §
§
COUNTY OF DALLAS §

THIS WHOLESALE TREATED WATER CONTRACT ("Contract") is made and entered into this the ___ day of _____, _____, by and between the CITY OF DALLAS, a Texas home rule municipality (hereinafter called "Dallas"), and the TOWN OF FLOWER MOUND, a Texas home rule municipality (hereinafter called "Customer").

WHEREAS, Customer currently purchases wholesale treated water from Dallas, and Dallas currently delivers and sells wholesale treated water to Customer as set forth under the terms, covenants, and conditions stated in the Current Contract; and

WHEREAS, the Current Contract with Dallas will expire on January 21, 2017; and

WHEREAS, Dallas and Customer desire to enter into a new wholesale treated water contract; and

NOW, THEREFORE, Dallas and Customer, in consideration of the mutual terms, covenants, and conditions contained in this Contract, agree as follows:

Article 1. DEFINITIONS

1.1 Definitions. In addition to the definitions stated in the preamble hereof, the following words and phrases as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

"Convey" means sell, trade, donate, exchange, transfer title or contract therefor.

"Current Contract" means that certain Wholesale Treated Water Contract dated and effective January 21, 1987 by and between Dallas and Customer.

"Customer's Service Area" means the area within Customer's incorporated limits, as amended from time to time through annexation or disannexation, and any service area described now or hereafter for the provision of retail public water service, even if such service area is outside of Customer's incorporated limits, such service area on the Effective Date being as set forth in Exhibit "B," attached hereto and incorporated herein by reference.

"Delivery Facilities" means the pipes, valves, meters, and other associated equipment and appurtenances necessary to connect Dallas' water distribution system to Customer's water

distribution system at the Delivery Points so that delivery of Treated Water from Dallas to Customer is made possible.

"Delivery Points" means those locations set forth in Exhibit "C," attached hereto and incorporated herein by reference, or as may be added to or deleted by agreement of the parties from time to time, where Dallas' water distribution system connects to Customer's water system and at which delivery of Treated Water occurs to Customer.

"Demand" means the maximum rate of flow of Treated Water that may be taken by Customer from Dallas within a Water Year.

"Demand Schedule" means Customer's written estimate of Customer's annual requirements for delivery and use of Treated Water from Dallas.

"Director" means the Director of Dallas' Department of Water Utilities, or the Director's designated representative.

"Effective Date" shall mean January 21, 2017.

"Memorandum of Agreement" or "MOA" means that certain *Memorandum of Agreement for Wholesale Treated Water* effective June 21, 2010, by and among Dallas, Customer and other local governmental entities, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference.

"TCEQ" means the Texas Commission on Environmental Quality or its successor agency.

"Treated Water" means raw water that has been treated and purified to at least Drinking Water Standards as required by applicable TCEQ rules and regulations for Public Water Systems, as amended from time to time.

"TWDB" means the Texas Water Development Board.

"Volume" means the actual amount of Treated Water delivered to Customer's Delivery Points on a daily basis.

"Water Year" means the period described by applicable ordinance of the City of Dallas, as may be amended from time to time, which on the Effective Date begins on June 1st of each calendar year and ends on May 31st of the immediately subsequent calendar year.

Article 2. TERM; TERMINATION OF CURRENT CONTRACT

2.1. **Term**. This Contract shall remain in full force and effect for a term of thirty (30) years from January 21, 2017 ("Effective Date") unless terminated earlier as provided herein.

2.2 Termination of Current Contract. Upon the Effective Date, the Current Contract shall be null, void, and of no further legal force or effect except as to any provisions that expressly survive the termination of the Current Contract.

Article 3. WATER SALES

3.1 Sale and Delivery of Treated Water. Dallas agrees to sell and deliver to Customer, on a wholesale cost basis, Treated Water in accordance with the specifications and restrictions contained in Article 4 of this Contract and in sufficient quantities to meet Customer's Volume and Demand requirements as provided in this Contract.

3.2 Limitations on Delivery. Customer understands and acknowledges that delivery of Treated Water to meet Customer's Volume and Demand requirements is subject to and limited by available system supply and system deliverability, as reasonably determined by the Director as well as events of Force Majeure; provided, however, delivery of Treated Water to Customer shall not be unreasonably withheld or reduced.

3.3 Demand Schedule. Not later than 60 days after the Effective Date, Customer shall provide to Dallas a Demand Schedule which factors in any reasonably anticipated increases or decreases in Demand during the term of this Contract. Customer shall either reaffirm or, if necessary, revise and update the Demand Schedule not later than ninety (90) days prior to the end of the fifth, tenth, fifteenth, twentieth, and twenty-fifth anniversaries of the Effective Date of this Contract. Customer shall also either reaffirm or update the Demand Schedule not later than ninety (90) days following receipt of a written request for same from Dallas.

3.4 Customer Changes in Demand. Customer may from time to time change its Demand as set forth in the Demand Schedule subject to Section 3.7 below. Except as provided in the Special Condition contained in Exhibit "D," Customer shall be required to pay Dallas the Annual Demand Charge based on Section 3.8.

3.5 Failure to Deliver Demand – Seven Days. If Dallas fails to make available the currently established Demand for seven (7) or more consecutive days, the Demand charge for each such day shall be an amount equal to the maximum rate of delivery of Treated Water for each day in which full Demand was not met, multiplied by the current Annual Demand charge, then divided by 365, then multiplied by the number of days the Demand was not met. The Demand is calculated daily and is not an averaging of the water delivered for those affected days.

3.6 Failure to Deliver Demand – Thirty Days. If Dallas fails to make available to Customer the currently established Demand for thirty (30) or more consecutive days, the Demand charge for that Water Year shall be calculated by using the maximum rate of delivery of Treated Water to Customer for the days in which the full Demand was not met, multiplied by the current Annual Demand charge.

3.7 Notice of Demand Changes. Customer shall give reasonable notice to Dallas of anticipated changes in its Demand. Such notice shall be given not less than six (6) months in advance of the effective date of the change if the requested change, when considered with other Dallas Wholesale Treated Customer requests, does not require the construction of additional facilities. The Director may waive the six-month notice requirement for good cause shown. If construction of additional facilities is required, enough additional advance notice shall be given as is necessary to allow for financing, design, and construction of the needed facilities.

3.8 Year on Which Annual Demand Charge is Based. Except as provided in Sections 3.5 and 3.6, Customer agrees, for each Water Year, to pay annual Demand charges based on the greater of: (a) the Demand for the current Water Year; or (b) the highest Demand established during the five (5) Water Years preceding the current Water Year.

Article 4. DELIVERY POINT, ACCESS, ETC.

4.1 Delivery Point. Dallas agrees to deliver Treated Water sold to Customer for use within Customer's designated Service Area as identified in Exhibit B, at the Delivery Point(s).

4.2 Cost of Delivery Facilities. Except as set forth in Sections 4.3, 4.4, and 4.5, the cost for design and construction of all proposed Delivery Facilities, whether designated in Exhibit C or mutually agreed upon at a later date, shall be borne by Customer. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction, and financing of Delivery Facilities and for the acquisition of any right-of-way for delivery of Treated Water from the Dallas water system to the Delivery Points.

4.3 Oversizing of Delivery Facilities – Dallas Request. Dallas may elect to oversize a proposed Delivery Facility for the benefit of Dallas or other parties. If Dallas requires oversizing of a proposed Delivery Facility, Dallas shall be responsible for oversize costs to the extent of the documented difference in cost between the size of the Delivery Facility required for Customer's need and the size of the Delivery Facility specified by Dallas, including, but not limited to, any additional right-of-way or other temporary or permanent interests in real property that would not otherwise be required without the oversizing of the Delivery Facility.

4.4 Approval of Plans; Inspection. All designs, materials, and specifications for Delivery Facilities shall conform to Dallas' requirements. Plans for the construction of a proposed Delivery Facility shall be submitted to the Director for written approval prior to advertising for bids for such construction. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of completed Delivery Facilities is subject to the written approval of the Director. Dallas agrees that any approval or consent of Dallas or the Director required by this Section 4.4 shall not be unreasonably withheld or delayed.

4.5 Meters and Meter Vaults. Unless otherwise agreed by the parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual design and construction costs incurred pursuant to this Section 4.5, but only to the extent such costs are

attributable to services provided to Customer, excluding costs of telemetry equipment, telephone and electric service.

4.6 Conveyance of Delivery Facilities to Dallas. Customer agrees that after final inspection by the Director of completed Delivery Facilities, Customer will convey title of those Delivery Facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to Delivery Facilities by appropriate instrument and acceptance by Dallas of those facilities, Dallas shall own the Delivery Facilities and be responsible for operation and maintenance thereof. In no event shall Customer be required to transfer to Dallas fee simple title to real property if an easement in that real property is sufficient to allow Dallas to operate, maintain, repair, replace, or reconstruct the Delivery Facility.

4.7 Additional Delivery Points. Customer may at any time during the term of this Contract request additional Delivery Points for delivery of Treated Water under this Contract. The additional requests may be granted with the approval of the Director and shall, when so approved in writing, be deemed to be made a part of this Contract, thereby amending Exhibit C of this Contract without need for a further written supplemental agreement or Dallas City Council approval.

4.8 Access to Dallas Facilities. Customer agrees to provide ingress and egress to Customer's property located within Customer's incorporated limits to employees, contractors, and agents of Dallas to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Dallas; provided, however, Dallas' employees, contractors, and agents shall at all times comply with Customer's policies regarding security and safety as may be adopted from time to time by Customer for the purpose of safeguarding Customer's public water system and supply.

4.9 Access to Customer Facilities. Dallas agrees to provide ingress and egress to Dallas' property located within Dallas' incorporated limits to employees, contractors, and agents of Customer to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Customer; provided, however, Customer's employees, contractors, and agents shall at all times comply with Dallas' policies regarding security and safety as may be adopted from time to time by Dallas for the purpose of safeguarding Dallas' public water system and supply.

4.10 Accuracy of Meters. It shall be the duty of each party to notify the other party as soon as reasonably possible after a party obtains information that it believes indicates that a meter used to measure the delivery of Treated Water under this Contract is registering inaccurately or malfunctioning. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify Customer prior to any meter tests. Either party has the right to request in writing that a meter be tested, with the other party having the right to witness the test. Dallas shall routinely, but not less than at least once annually, verify the accuracy of delivery meters and inform the Customer of the results. If Customer requires an independent testing service be used, Customer shall pay the cost of the testing service if any meter used to measure delivery under this Contract is found to be accurate. If the meter is found to be inaccurate, Dallas shall pay the cost of the testing service.

4.11 Liability; Loss of Water. All liability related to, and all accounting for loss of, all Treated Water supplied under the terms of this Contract by Dallas to Customer shall belong to Dallas up to Dallas' side of the meter, including the meter and meter vault, at each Delivery Point. Liability related to, and all accounting for loss of, all Treated Water shall pass to Customer after the Treated Water passes through the meter and meter vault to the Customer at each Delivery Point.

Article 5. INSPECTION OF BOOKS AND RECORDS

Dallas agrees that Customer or its employees or agents may have access to and inspect the books and records of Dallas relating to the delivery and sale of Treated Water to Customer, including, but not limited to, records relating to charges therefor paid by Customer, during reasonable business hours after reasonable prior written notice to the Director. Customer agrees that Dallas or its employees or agents may have access to and inspect the books and records of the Customer's Water Utilities relating to the receipt and resale of Treated Water to its end user customers during reasonable business hours and after reasonable prior written notice to Customer's City Manager.

Article 6. ADDITIONAL SURFACE WATER SUPPLIES

6.1 New Water Source; Reduce Demand Obligation. If Customer develops or acquires additional surface water supplies from any source other than Dallas, and Customer's reliance on such additional surface water supplies results in reduced Demand from Dallas, Dallas is released from its obligation to supply the Demand established pursuant to Section 3 of this Contract to the extent of such reduction in Customer's Demand. In this event, Dallas may adjust its supply obligation to levels commensurate with Customer's reduced Demand on Dallas.

6.2 Payment for Reduction of Demand. Except as the result of a reduction in Demand as agreed pursuant to Article 3 of this Contract, if during the term of this Contract, Customer ceases (wholly or in part) to take water from Dallas for any reason, Customer shall for five (5) years or the balance of this Contract, whichever is less, remain liable for Demand charges at the billing level in effect at the date of notification of such partial or total cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. Provided, however, Dallas may waive Customer's obligation pursuant to this Section 6.2 in the event of nominal reductions based on Customer's plans if Dallas has received prior notice of the plans and concurred in the reduction. It is agreed by the parties that liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

Article 7. RATES AND PAYMENT

7.1 Setting of Charges by Dallas Ordinance. Rates charged Customer, including Demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for Delivery Facilities shall be excluded from the rate base.

7.2 Rate Setting Method; Notice of Change. Customer understands that the Dallas City Council has the right to change, by ordinance, the rates charged as needed to cover all reasonable, actual and expected costs. Any change of rates shall be pursuant to principles set forth in the Memorandum of Agreement. Dallas shall give Customer a minimum of six (6) months written notice of intent to change rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 Customer Protest. Customer agrees to give Dallas a minimum of thirty (30) days' notice of its intent to protest rates, or any other condition of service, before the TCEQ or any other state agency.

7.4 Monthly Invoice. Each month during the term of this Contract, Dallas agrees to deliver to Customer a statement of charges setting forth the amount of Treated Water delivered to Customer through the Delivery Points for the period covered by the statement, the Volume charge for that month, and any past due amounts carried over from prior invoices (including accrued interest) ("the Monthly Statement"). Payment is due upon receipt of the Monthly Statement. Customer agrees to pay promptly. The Demand charge shall be billed on the Monthly Statement.

7.5 Late Payment. Customer agrees that a payment is deemed late if received by Dallas more than 30 days after the date of the Monthly Statement. Late payments shall accrue interest at a 4.25% interest rate or as provided in Section 2-1.1 of the Dallas City Code, as amended, or as authorized by Ch. 2251, Subchapter B of the Texas Government Code, as amended, whichever applies. If any money due and owing by Customer to Dallas is placed with an attorney for collection, Customer agrees to pay to Dallas, in addition to all other payments provided for by this Contract, including interest, Dallas' collection expenses, including court costs and reasonable attorney's fees.

7.6 Malfunctioning Meter; Estimated Payments. In the event a meter(s) is discovered to be malfunctioning, the amount of Treated Water that has passed through the meter will be estimated for each day the meter was not functioning correctly. The last correctly measured monthly consumption will be used as a basis for computing the amount of Treated Water delivered to the Customer during the time the meter was not functioning correctly or other method mutually agreed between Dallas and Customer in writing by the Director and Customer.

7.7 Disputed Charges. Dallas and Customer agree that any disputed charges on the Monthly Statement shall be protested in accordance with Tex. Govt. Code §2251.042, as amended. Customer agrees that in the event it disputes any portion of the charges on the Monthly Statement, Customer will timely pay any undisputed amount in accordance with Section 7.4.

Article 8. CURTAILMENT, WATER CONSERVATION, AND DROUGHT CONTINGENCY PLANS

8.1 Dallas Curtailment of Water During Water Shortage. During a water shortage, Customer understands and acknowledges the Treated Water being provided by Dallas under this Contract is subject to curtailment in accordance with Texas Water Code § 11.039, "Distribution of Water During Shortage," Dallas' water rights, and Dallas' Drought Contingency Plan. Customer agrees that if water supplies or services are curtailed within Dallas, Dallas may impose a like curtailment on deliveries to Customer. Customer shall cooperate by imposing conservation measures upon its sales of Treated Water to its end user customers.

8.2 Customer Water Conservation and Drought Contingency Plan. Customer agrees to institute and maintain usage practices which ensure water is used in a manner that prevents waste, conserves water resources for their most beneficial and vital uses, and protects the public health. Customer agrees to develop and implement water conservation and drought contingency plans consistent with the applicable elements of Title 30, Texas Administrative Code, Chapter 288, "Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements." Customer agrees to furnish to Dallas electronic copies of its water conservation and drought contingency plans and associated TCEQ and TWDB implementation reports.

8.3 Receipt of Dallas Plans. Customer acknowledges that Dallas has provided a copy of its current Water Conservation Plan and Drought Contingency Plan and has advised Customer of where to locate copies of plan updates.

8.4 No Discrimination in Curtailments. To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

Article 9. RESALE, WATER RIGHTS, AND REUSE

9.1 No Resale Outside Service Area. Customer agrees not to sell Treated Water purchased from Dallas to any person or entity outside Customer's Service Area unless Customer has received prior written approval from the Director. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such Treated Water including, but not restricted to, the setting of monetary rates for sale of such water.

9.2 Resale Customers to Adopt Water Conservation and Drought Contingency Plans. In consideration of the written approval of the resale of Treated Water, if so granted, Customer agrees that the wholesale water supply contract with each successive wholesale customer to whom Treated Water is resold must contain a provision requiring said customer to develop and implement a water conservation plan or water conservation measures consistent with the requirements of Section 8.2.

9.3. Rights to Water and Return Flows. Customer understands, acknowledges, and agrees that Customer shall acquire no water rights or title or right to the use, reuse, or recycling of water

generated as the result of Dallas' sale and delivery of Treated Water to Customer pursuant to this Contract. Dallas makes no claim and asserts no water rights related to the wastewater effluent return flows produced by Customer as a result of Customer's water use under this Contract, it being expressly understood and agreed to that Customer is not prohibited by this Contract from treating, using or selling such wastewater effluent return flows in accordance with applicable law and TCEQ regulations.

Article 10. RIGHTS-OF-WAY AND STREET USE

10.1 Provision of Easements. Customer agrees to furnish any easements or rights-of-way necessary within or without Customer's boundaries reasonably necessary for Dallas to deliver Treated Water to Customer as provided in Article 4, hereof, and to convey such easements or rights-of-way to Dallas as therein provided.

10.2 Use of Customer Streets, Alleys, and Easements. Subject to the prior written approval of Customer, Dallas may use Customer's streets, alleys and other public rights-of-way and public utility easements within Customer's boundaries for pipeline purposes to provide Treated Water to Customer or to other customers without charges or tolls to the extent that Customer has the legal right to make such grant. Dallas agrees to make, at Dallas' cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Customer's then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of the conveyance Customer duly grants for such purposes.

10.3 Use of Dallas Streets, Alleys, and Easements. Subject to the prior written approval of Dallas, Customer may use Dallas' streets, alleys and other public rights-of-way and public utility easements within Dallas' boundaries for pipeline purposes to provide Treated Water to Customer without charges or tolls to the extent that Dallas has the legal right to make such grant. Customer agrees to make at Customer's cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Dallas' then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of a private license duly granted by the Dallas City Council.

Article 11. CUSTOMER SYSTEM OPERATION STANDARDS

Customer agrees to operate its water distribution system subject to the following:

A. Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.

B. Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.

C. Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.

D. Customer agrees to maintain and operate its internal system in compliance with all local, state, and federal laws and regulations.

Article 12. MEMORANDUM OF AGREEMENT

The Memorandum of Agreement is incorporated herein, as if copied word for word and is made a part of this Contract. Any revision of the Memorandum of Agreement according to its terms and not in conflict herewith shall automatically be incorporated into and become a part of this Contract.

Article 13. FORCE MAJEURE; RELEASE; INDEMNITY

13.1 Force Majeure. Neither party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond their respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

13.2 Release for Line Damages. CUSTOMER HEREBY AGREES TO RELEASE AND HOLD DALLAS WHOLE AND HARMLESS FROM ANY CLAIMS OR DAMAGES ARISING NOW AND IN THE FUTURE: (1) TO CUSTOMER'S WATER MAINS OR WATER SYSTEM RESULTING FROM THE RATE OF FLOW OR QUANTITY OF WATER DELIVERED BY DALLAS; AND (2) AS A RESULT OF THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF WATER PROVIDED TO CUSTOMER, UNLESS THE DAMAGES RESULTING FROM THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF THE WATER ARE CAUSED BY THE NEGLIGENT ACT OR OMISSION OF DALLAS, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS.

13.3 Indemnification. TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD DALLAS, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: (A) A BREACH OF THIS CONTRACT BY CUSTOMER; (B) THE NEGLIGENT ACT OR OMISSION OF CUSTOMER IN THE PERFORMANCE OF THIS CONTRACT OR IN CUSTOMER'S DAY-TO-DAY WATER OR WASTEWATER UTILITY OPERATIONS; OR (C) THE CONDUCT OF CUSTOMER THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS. PROVIDED, HOWEVER, THAT THE INDEMNITY STATED ABOVE

SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM DALLAS' SOLE VIOLATION OF A STATE OR FEDERAL LAW OR REGULATION OR FROM THE SOLE NEGLIGENCE OF DALLAS, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF THE JOINT AND CONCURRING RESPONSIBILITY OF CUSTOMER AND DALLAS, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING GOVERNMENTAL IMMUNITY OR ANY OTHER DEFENSES OF THE PARTIES UNDER APPLICABLE TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

13.4 Equitable Remedies. Recognizing that Dallas' and Customer's undertakings as provided in this Contract are obligations, the failure in the performance of which cannot be adequately compensated in money damages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

Article 14. SPECIAL PROVISIONS

This Contract shall incorporate and be subject to the following additional special provisions:

A. Provisions peculiarly applicable to the Contract with Customer as opposed to other wholesale treated water customers, which are set forth in Exhibit "D," attached hereto and incorporated herein by reference.

Article 15. MISCELLANEOUS PROVISIONS

15.1. Contract Administration. This Contract shall be administered on behalf of Dallas by the Director and on behalf of Customer by its authorized official or designated representative, who shall initially be Customer's Public Services Director.

15.2 Notice of Contract Claim. **This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Customer shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.**

15.3 Venue. The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

15.4 Governing Law. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of any other state.

15.5 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

15.6 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

15.7 Captions. The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

15.8 Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as may otherwise be provided in this Contract, their assigns.

15.9 Notices. Except as otherwise provided in Section 15.2, any notice, payment, statement, or Demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to Dallas:	If to Customer:
City of Dallas Director of Water Utilities 1500 Marilla Street– 4/A/North Dallas, Texas75201	Town of Flower Mound Attn: Town Manager 2121 Cross Timbers Road Flower Mound, Texas 75028

15.10 Conflict of Interest. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

> "CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --
>
> (a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall

constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law."

For purposes of this Section 15.10, the word "City" means "City of Dallas."

15.11 Gift to Public Servant. This Contract shall be subject to the following additional provisions:

A. Dallas may terminate this Contract immediately if Customer has offered, or agreed to confer any benefit upon a Dallas employee or official that the Dallas employee or official is prohibited by state law or local ordinance from accepting.

B. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

C Notwithstanding any other legal remedies, Dallas may require Customer to remove any officer or employee of Customer from the administration of this Contract or any role in the performance of this Contract who has violated the restrictions of this section or any similar state or federal law, or local ordinance, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a Dallas employee or official.

15.12 Applicable Laws and Regulations. This Contract is made subject to, and Dallas and Customer agree to comply with, all applicable laws of the State of Texas, applicable rules, regulations and orders of the TCEQ and Texas Water Development Board (TWDB) (or any successor entities thereto), Federal Law (including but not limited to environmental and water quality laws, rules, orders, and regulations), and the Charter and other ordinances of the City of Dallas and the Dallas/Fort Worth International Airport Board, as same may hereafter be amended. This Contract's effectiveness is dependent upon Dallas' and Customer's compliance with Title 30, Texas Administrative Code, Section 295.101 and Title 30, Texas Administrative Code, Chapter 297, Subchapter J (relating to water supply contracts and amendments), as amended. This Contract may be subject to review and approval by TCEQ or TWDB. In the event of any final judgment finding any violation of the laws, rules, regulations, or orders by Customer described above,

Customer, shall be strictly liable for any damages caused to the property of Dallas, as a result of such violation.

15.13 Authorization to Act. By their signature below, the representatives of Dallas and Customer state that they are authorized to enter into this Contract. Dallas and Customer shall each provide documentation that this Contract has been authorized by its respective governing body.

15.14 Entire Agreement; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the ___ day of _____, 2016, by the City of Dallas, signing by and through its City Manager, duly authorized to execute same by Resolution No.16-_____, adopted by the City Council on _____, 2016, and by Customer, acting through its duly authorized officials.

APPROVED AS TO FORM:

LARRY E. CASTO,
City Attorney

BY_____
Assistant City Attorney

CITY OF DALLAS

A. C. GONZALEZ,
City Manager

BY_____
Assistant City Manager

ATTEST:

BY_____
Theresa Scott, Town Secretary

CUSTOMER:
TOWN OF FLOWER MOUND

BY_____
Tom Hayden, Mayor

APPROVED AS TO FORM:

BY_____
City Attorney

EXHIBIT A

MEMORANDUM OF AGREEMENT

Memorandum of Agreement (MOA)
for
Wholesale Treated Water

Preamble: The 1979 MOA settled a rate dispute lawsuit between Dallas and its Wholesale Treated Water Customers regarding the wholesale treated water rate-setting methodology ("rate-setting methodology"), and as such has served the rate-setting methodology process well over the past 30 years. This amended agreement recognizes that changes to the rate-setting methodology have occurred over this timeframe, and incorporates consensus changes between Dallas and its Wholesale Treated Water Customers, and as such will serve to govern the rate-setting methodology for the next 30 years.

1. Purpose: Dallas is a regional water provider currently providing treated water service to Wholesale Treated Water Customers located within Dallas' established service area in North Central Texas. The purpose of this agreement is to establish the rate-setting methodology and formalize the mutual expectations of Dallas and its Wholesale Treated Water Customers with respect to rate-setting methodology. This rate-setting methodology will provide the basis for determining wholesale treated water rates after its effective date.

2. Applicability: This agreement is subject to all applicable orders, laws and regulations of the City of Dallas, State of Texas and the United States. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party and renegotiation by Dallas and its Wholesale Treated Water Customers.

3. Water System Policy: Dallas operates a water system to provide a regulatory compliant, safe and reliable water supply, adequate for the current water use and future growth of Dallas and its Wholesale Treated Water Customers, and to avoid subsidization of any class of customers.

4. Definitions: A glossary which defines applicable cost of service terms is located in Appendix A of this MOA. Cost of service terms may be added, or the definition of an existing term amended, from time to time, without the necessity of amending this MOA. Additions and amendments will be reflected in the appendices attached to the annual cost of service studies.

5. Responsibilities:

    a. Dallas is responsible for planning, financing, constructing, operating and maintaining the water supply system to the extent permitted by available water revenues, for developing cost of service information to support wholesale rate changes, and for informing Wholesale Treated Water Customers of wholesale rate changes and other pertinent utility information.

b. Wholesale Treated Water Customers are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements for planning, managing and maintaining their retail systems to promote water conservation and efficient system operation, and for paying adequate rates to Dallas to cover the costs incurred by Dallas in providing service to them.

6. Rate-Setting Methodology for Wholesale Treated Water:

a. Revenue requirements are to be determined on a utility basis, at original cost, including construction work in progress.

b. Dallas is to receive a rate of return on rate base equal to embedded interest rate on water revenue bonds, commercial paper and other debt instruments plus 1.5 percent, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.

c. All existing and future water supplies and associated facilities are to be included in a common water rate base. Wholesale Treated Water Customers, as a class, shall pay their proportionate share of costs for water supply, including that portion held for future use. For the 2010 cost of service study, wholesale treated water customers shall be allocated a percentage of total reservoir costs based on a 10-year future use percentage calculated using a 24-year linear regression. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with the cost of service studies. (Dallas will pay the balance of water supply costs which are not allocated to Wholesale Treated Water Customers under the cost of service allocation.) Allocation of costs other than water supply costs, including but not limited to operations and maintenance costs, shall be based on current use.

d. Direct reuse of treated wastewater effluent is an Inside Dallas only cost and will be allocated to Inside Dallas customers only. Indirect reuse of treated wastewater effluent for lake augmentation will be included as a cost and as a benefit common-to-all.

e. There will be a two part wholesale treated water rate (volume and demand), with allocation of costs in rate design so as to encourage conservation and efficient operation of the water systems of Dallas and its Wholesale Treated Water Customers.

f. At the end of ten years from the Effective Date of the MOA, and each ten years thereafter, the City of Dallas or a majority of the Wholesale Treated Water Customers who are parties to this agreement may request a review of the above rate-setting methodology; and if so, the methodology shall be subject to renegotiation.

7. Wholesale Treated Water Rates: After the effective date of this MOA, Dallas will prepare a cost of service study to support wholesale treated water rates and allocations, and will submit it to the Wholesale Treated Water Customers to review and accept prior to submission to the Dallas City Council. Except as noted herein, the cost of service rate-setting principles will adhere to the 2009 cost of service study, including changes that have been identified and implemented since that date.

8. Effective Date: This MOA is effective as of December 17, 2009.

9. Term: The term of this MOA is thirty (30) years from its effective date, or until December 16, 2039, and for such additional periods as the parties may mutually agree upon.

10. Approved changes: Changes in the rate-setting methodology or other conditions may be made by mutual agreement of all parties at any time.

11. Individual contracts: This MOA is considered a replacement of and supersedes the 1979 MOA and shall automatically be incorporated and become a part of all existing wholesale treated water contracts without any further action or approval on the part of the City or of the Wholesale Treated Water Customers. Rate-setting methodology for individual contracts for wholesale treated water service between Dallas and its Wholesale Treated Water Customers will be consistent with this MOA. Dallas and its Wholesale Treated Water Customers will honor their existing water service contracts until such time as the contracts are amended or superseded by a new contract. Contracts for new Wholesale Treated Water Customers will be consistent with this MOA.

12. Recognition of MOA Participants: The MOA renegotiation process took place over many months during 2009 and 2010 and involved a number of meetings to discuss possible changes, revisions, and alternatives to the existing MOA. To that end, the City of Dallas would like to thank the individuals listed below for their outstanding input and contributions in the MOA update and renegotiation process, without whose help this revised document would not have been possible. Participants are listed in attached Appendix B.

13. Authorization to Act: By their signatures below, the representatives of Dallas and the Wholesale Treated Water Customers state that they are authorized to enter into this MOA. Dallas and the Wholesale Treated Water Customers will each provide documentation that this MOA has been authorized by its respective governing body.

14. Counterparts: This MOA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED as of the 1st day of June, 2010, on behalf of Dallas by its City Manager, duly authorized by Resolution No. 10-1231, adopted on the 12th day of May, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY _____
Assistant City Attorney

Submitted to City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY _____
Assistant City Manager

EXECUTED as of the 22nd day of June, 2010, on behalf of the Town of Addison by its City Manager, duly authorized by Resolution No. R10-011, adopted on the 22nd day of June, 2010, and approved as to form by its City Attorney.

TOWN OF ADDISON

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXECUTED as of the 21st day of JUNE, 2010, on behalf of the City of Carrollton, Texas, by its City Manager, duly authorized by Resolution No. 3364, adopted on the 1ST day of JUNE, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY R. Clayton Hutchins
City Attorney

CITY OF CARROLLTON, TEXAS

BY
City Manager

ATTEST:

BY Laura M. Bell for
City Secretary

CITY OF CARROLLTON TEXAS

EXECUTED as of the 13th day of July, 2010, on behalf of the City of Cedar Hill, Texas, by its Mayor, duly authorized by Resolution or Ordinance No. R10-308, adopted on the ____ day of _____, 2010 and approved as to form by its City Attorney and City Manager.

CITY OF CEDAR HILL, TEXAS

ROB FRANKE, MAYOR

BY _____
Rob Franke, Mayor

ATTEST:

Ron MacFarlane, Attorney

BY_____
Attorney

Lyn Hill, Secretary

BY_____
Secretary

EXECUTED as of the 29 day of July, 2010, on behalf of the City of Cockrell Hill, Texas, by its Mayor, duly authorized by Resolution No. 2010-6, adopted on the 27 day of JULY, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY _____
Robert F. Brown, City Attorney

CITY OF COCKRELL HILL, TEXAS

BY _____
Luis D. Carrera, Mayor

ATTEST:

BY _____
Hector M. Saenz, City Administrator

EXECUTED as of the 17 day of June, 2010, on behalf of the Combine Water Supply Corporation by its Board of Directors duly authorized by Resolution No. 1-2010, adopted on the 17 day of June, 2010.

ATTEST:

BY Jerry T. Bruce

Printed Name: Jerry T. Bruce

Title: Sec/Treasurer

COMBINE WATER SUPPLY CORPORATION

BY Jean Landess

Printed Name: JEAN LANDESS

Title: President

EXECUTED as of the 13th day of July, 2010, on behalf of the City of Coppell, Texas, by its City Manager, duly authorized by Resolution No. 2010-0713.1 adopted on the 13th day of July, 2010 and approved as to form by its Attorney.

AGREED AS TO FORM:

BY _____
City Attorney

CITY OF COPPELL, TEXAS

BY _____
Clay Phillips, City Manager

ATTEST:

BY _____
Libby Ball, City Secretary

EXECUTED as of the 27th day of July, 2010, on behalf of the D/FW International Airport Board by its Vice President, duly authorized by Resolution No. 2010-7-154, adopted on the 1st day of July, 2010 and approved as to form by its Board Attorney.

APPROVED AS TO FORM:

BY _____
Board Attorney

DALLAS-FT WORTH INTERNATIONAL AIRPORT

BY _____

Printed Name: Gregory C. Spoon

Title: Vice President - Procurement Dep

ATTEST:

BY _____
Secretary

EXECUTED as of the 23RD day of JUNE, 2010, on behalf of the Dallas County Water Control and Improvement District No. 6 by its General Manager, duly authorized by Resolution No. 0064, adopted on the 22ND day of JUNE, 2010.

DALLAS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6

BY _____

Printed Name: DON HANNA

Title: General Manager

EXECUTED as of the 15th day of June, 2010, on behalf of the City of DeSoto, Texas, by its Mayor, duly authorized by Resolution No. 10-08, adopted on the 15th day of June, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY _____ for
Joe Gorfida, Jr., City Attorney

CITY OF DESOTO, TEXAS

BY _____
Carl Sherman, Mayor

ATTEST:

BY Laura Hallmark
Laura Hallmark, City Secretary

CITY OF DESOTO
DALLAS COUNTY, TEXAS

EXECUTED as of the 16 day of June, 2010, on behalf of the City of Duncanville, Texas, by its City Manager, Kent Cagle, duly authorized by Resolution or Ordinance No. 2010-061504 adopted on the 15 day of June, 2010 and approved as to form by its Attorney.

APPROVED AS TO FORM:

BY _____
Robert Hager, Attorney

CITY OF DUNCANVILLE, TEXAS

BY _____
Kent Cagle, City Manager

ATTEST:

BY Dara Crabtree
Dara Crabtree, City Secretary

EXECUTED as of the _____ day of _____, 2010, on behalf of the Ellis County Water Control and Improvement District No. 1, by its Administrator, duly authorized by Resolution No. _____, adopted on the ____ day of _____, 2010.

ATTEST:

ELLIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

BY_____

Printed Name:_____

Title:_____

BY_____

Printed Name:_____

Title: _____

EXECUTED as of the 15th day of June, 2010, on behalf of the City of Farmers Branch, Texas, by its City Manager, duly authorized by Resolution No. 2010-038 adopted on the 15th day of June, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY _____
Peter G. Smith, City Attorney

CITY OF FARMERS BRANCH, TEXAS

BY _____
Gary D. Greer, City Manager

ATTEST:

BY _____
~~Cindee Peters, City Secretary~~
Suzanne Reynolds, Acting City Secretary

EXECUTED as of the 21st day of June, 2010, on behalf of the Town of Flower Mound, Texas, as duly authorized by Resolution No. Motion, adopted on the 21st day of June, 2010 and approved as to form by the Town Attorney.

TOWN OF FLOWER MOUND, TEXAS

APPROVED:

BY Melissa D. Northern
Melissa D. Northern , Mayor

ATTEST:

Paula J. Paschal
Paula J. Paschal, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXECUTED as of the 17 day of May, 2010, on behalf of the City of Glenn Heights, Texas, by its City Manager, duly authorized by Resolution No. _____, adopted on the ____ day of _____, 2010 and attested to by its City Secretary.

ATTESTED:

BY Othel Murphree
City Secretary

Printed Name: Othel Murphree

CITY OF GLENN HEIGHTS, TEXAS

BY Jacqueline L. Lee
Jacqueline L. Lee, City Manager

EXECUTED as of the 11th day of March, 2010, on behalf of the City of Grand Prairie, Texas, by its City Manager, duly authorized by Resolution No. 4450-2010 adopted on the 15th day of June, 2010 and approved as to form by its Attorney.

APPROVED AS TO FORM:

BY _____
Don Postell, City Attorney

CITY OF GRAND PRAIRIE, TEXAS

BY _____
~~Tom Hart, City Manager~~
Anna Doll, Deputy City Mgr

ATTEST:

BY _____
Cathy DiMaggio, City Secretary

EXECUTED as of the 19th day of April, 2010, on behalf of the City of Hutchins, Texas, by its Mayor, duly authorized by Resolution No 2010-0419-2, adopted on the 19th day of April, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY_____
City Attorney

CITY OF HUTCHINS, TEXAS

BY_____
Artis Johnson, Mayor

ATTEST:

BY_____
City Secretary

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 5, 2010.

HERBERT A. GEARS
MAYOR

ATTEST:

Shanae Jennings
Acting City Secretary

Approved 8-5-10
Resolution # 2010-232

APPROVED AS TO FORM:

Charles R. Anderson
City Attorney

EXECUTED as of the 24th day of May, 2010, on behalf of the City of Lancaster, Texas, by its City Manager, duly authorized by Resolution No. 2010-05-51, adopted on the 24th day of May, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY _____
Robert E. Hagar, City Attorney

CITY OF LANCASTER, TEXAS

BY _____
Rickey C. Childers, City Manager

ATTEST:

BY _____
Dolle K. Downe, City Secretary

EXECUTED as of the 21ST day of JUNE, 2010, on behalf of The City of Lewisville, Texas, by its City Manager as authorized by Resolution adopted on the 21ST day of JUNE, 2010 by a vote of 5 to 0.

CITY OF LEWISVILLE, TEXAS

BY _____
Claude King, City Manager

ATTEST:

_____
Julie Heinze, City Secretary

APPROVED AS TO FORM:

_____
Ronald J. Neiman, City Attorney

RESOLUTION 2010-011

EXECUTED, passed and approved as of the **28th** day of **June, 2010** on behalf of the City of Ovilla, TX, by its Mayor, duly authorized by Resolution 2010-011, adopted on the **28th** day of **June, 2010** and approved as to form by its City Attorney.

APPROVED AS TO FORM:

By _____
City Attorney

CITY OF OVILLA, TEXAS

By _____
Mayor

ATTEST:

By _____
City Secretary

EXECUTED as of the 12th day of July, 2010, on behalf of the City of Red Oak, Texas, by its Mayor, duly authorized by Resolution No. 10-036R, adopted on the 12th day of July, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY _____
City Attorney

CITY OF RED OAK, TEXAS

BY Alan Hugley
Mayor

ATTEST:

BY Cynthia Olguin
City Secretary

CITY OF RED OAK
RO
ESTABLISHED
1849
TEXAS

EXECUTED as of the 17th day of June, 2010 on behalf of the City of Seagoville, Texas, by its Mayor, duly authorized by Resolution No. 25-10 adopted on the 17th day of June, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:

BY _____

Robert Hager, City Attorney

CITY OF SEAGOVILLE, TEXAS

BY _____

Sidney M. Sexton, Jr., Mayor

ATTEST:

CITY OF SEAGOVILLE TEXAS

_____

Sheila J. Martin, City Secretary

EXECUTED as of the 15 day of June, 2010, on behalf of The Colony, Texas, by its Mayor, duly authorized by Resolution No. 2010-051, adopted on the 15 day of June, 2010 and approved as to form by its City Attorney.

ATTEST:

BY _____
Christie Wilson, City Secretary

CITY OF THE COLONY, TEXAS

BY _____
Joe~~seph~~ McCourry, Mayor

APPROVED AS TO FORM:

BY _____
Jeff Moore, City Attorney

APPENDIX A
GLOSSARY OF TERMS

Allocation - The apportioning of the common-to-all cost of service.

Common-To-All - Facilities, and their associated cost, that are dedicated to providing treated water service to both Dallas and Wholesale Treated Water Customers.

Construction Work in Progress (CWIP) - The utility's investment in facilities under construction but not yet dedicated to service.

Demand Costs - Costs associated with providing facilities to meet peak rates of use, or demand, placed on the system by the customers.

Depreciation - The wearing out or loss in service value of property used in utility operations.

Depreciation Rate - The rate of loss in service value, based on the expected service life of property.

Depreciation Reserve - The accumulated amount of the loss in service value of property.

Direct Reuse – The use of treated wastewater effluent from Dallas' wastewater treatment plants for non-drinking water purposes within the boundaries of the City of Dallas.

Embedded Interest Rate - Annual interest expense expressed as a percentage of average debt.

Indirect Reuse – The use of treated wastewater effluent from Dallas' wastewater treatment plants for raw water supply augmentation purposes.

Inside Dallas - The group of retail treated water service customers, comprised of residential, commercial and industrial customers served by Dallas Water Utilities.

Interest Expense - Payment made for the use of borrowed funds.

Materials & Supplies – Assets in inventory which are required to meet current obligations and service responsibilities of the utility.

Maximum Day Demand - The maximum demand placed on the system over a 24-hour period.

Maximum Hour Demand - The maximum demand placed on the system over a 60-minute period on the system's maximum day.

MGD - Million gallons per day flow rate.

Operating Expenses - Operation and maintenance charges incurred in operating a utility.

APPENDIX A
GLOSSARY OF TERMS
(PAGE 2 OF 2)

Original Cost - The amount of investment in facilities when first put into service.

Rate Base - Total investment dedicated to providing utility service.

Rate of Return - The percentage of return authorized to be earned on an investment (e.g. a rate base).

Reservoir Capacity - The amount of water available from a reservoir.

Reservoir Costs - Costs incurred in acquiring and maintaining an untreated water supply system.

ROFC - Rate of flow controller. A device limiting instantaneous flow rate to a specific amount. Instantaneous flow rate for rate setting purposes is a per day setting.

Standby Service - Connection to wholesale treated water customer which is not normally used, excluding bypass lines which are required by Dallas Water Utilities as a part of an active metering facility.

Test Period (or Test Year) - Selected to be representative of the period of time over which the new rates are expected to be in effect.

Treated Water - Raw water that has passed the purification process.

Unaccounted for Water - Water produced but not billed to customers that result from metering inaccuracies, system leakage, and miscellaneous unmetered uses.

Volume Costs - Costs that tend to vary directly with the amount of water produced and sold.

Water Supplies and Associated Facilities – Dallas' water supply system, including, but not limited to, all reservoirs, indirect reuse water, and all system infrastructure.

Wholesale Cost of Service - The sum total of: (1) operating expense, (2) depreciation expense, and (3) return on investment. Depreciation expense and rate of return are on the original cost of investment less accumulated depreciation, capitalized interest and contributed capital.

Wholesale Treated Water Customers – The group of water customers of the City of Dallas which currently have a wholesale treated water contract with Dallas.

Working Capital - Assets (funds) which are required to meet current obligations and service responsibilities of the utility.

APPENDIX B

MOA WORKING GROUP

Addison:	Randy Moravec Lauren Clark
Carrollton:	Bob Scott Lori Iwanicki David Gaines
Cedar Hill:	Ruth Antebi-Guten
The Colony:	Tod Maurina
Coppell:	Chad Beach Kim Tiehen
Dallas Fort Worth Airport:	Jerry Dennis
Dallas County W.C.&I.D. #6:	Robert Rodriquez Red Taylor William Freeman
Denton:	Tim Fisher
DeSoto:	Isom Cameron Tom Johnson
Duncanville:	Frank Trando Richard Summerlin Dennis Schwartz
Farmers Branch:	Charles Cox Mark Pavageaux
Flower Mound:	Chuck Springer Kenneth Parr
Glenn Heights:	Judy Bell
Grand Prairie:	Ron McCuller Doug Cuny
Grapevine:	Ramana Chinnakotla Kent Conkle
Irving:	Aimee Kaslik David Cardenas
Lewisville:	Carole Bassinger

Red Oak:	Charles Brewer
Richardson:	Kent Pfeil Keith Dagen
University Park:	Kent Austin
Upper Trinity Regional Water District:	Tom Taylor Larry Patterson
Dallas:	Jo M. (Jody) Puckett Bobby Praytor Charles Stringer Terry Lowery Denis Qualls Jacqueline Culton Tonia Barrix Melissa Paschall-Thompson Erica Robinson Maria Salazar

EXHIBIT B

DESCRIPTION AND MAP OF CUSTOMER'S SERVICE AREA
SEE ATTACHED MAP

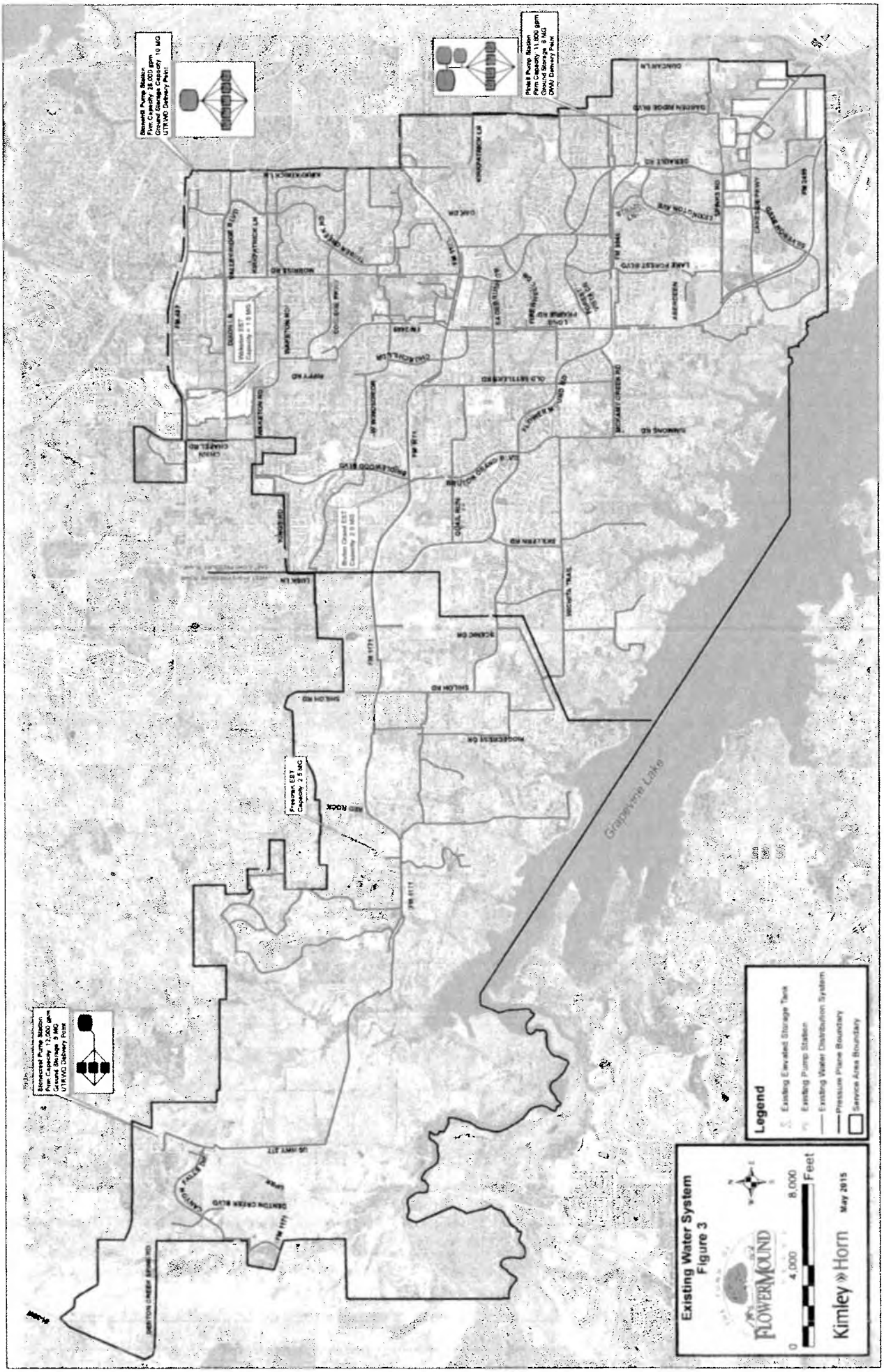

Bennett Pump Station
Firm Capacity: 28,000 gpm
Ground Storage Ceccary 10 MG
UTRWD Delivery Point
Pilot 5 Pump Station
Firm Capacity: 3,000 gpm
Ground Storage: 8 MG
DWU Delivery Point
Benscreek Pump Station
Firm Capacity: 3,000 gpm
Ground Storage: 3 MG
UTRWD Delivery Point
Grapevine Lake
Legend
Existing Elevated Storage Tank
Existing Pump Station
Existing Water Distribution System
Pressure Plane Boundary
Service Area Boundary
Existing Water System
Figure 3
0
4,000
8,000
Feet
FLOWER MOUND
Kimley»Horn
May 2015

EXHIBIT C

DELIVERY POINTS OF ENTRY AND METERING FACILITIES

Description: Wholesale Treated Water is currently provided to Customer at the following delivery point.

RATE OF FLOW CONTROLLED METERING STATION

Location: The metering station is located on the north side of the intersection of Pintail Place and Maplewood Lane in Flower Mound, Texas.

Metering Facilities: The metering station is equipped with an 18" Venturi meter and rate of flow control valve and associated equipment, including telemetry equipment connected to Dallas' control station. The maximum delivery capacity of the 18" Venturi meter is estimated at 11 MGD.

The metering station is also equipped with an 8" turbine bypass meter. The maximum design flow through this meter is estimated at 5.8 MGD.

The metering vault is owned, operated, and maintained by Dallas. Dallas owns the water mains and valves on Dallas' system side of the metering station, and Dallas owns the short section of mains and valves on the discharge side of the metering station. Customer's ownership begins after the first set of valves on the discharge side of the metering station.

Pipeline Capacity: Flower Mound has purchased from Dallas the right to use $11/80^{th}$ of a total capacity of 80 million gallons per day (MGD) within the Flower Mound main which provides water to the meter vault. These capacity rights, and their purchases, are further described in Exhibit D.

Future Facilities: Should additional delivery points be agreed upon in the future, this Exhibit C will be revised to recognize these facilities. Revisions to this Exhibit C in order to add, delete, or modify delivery points or metering facilities can be authorized by the DWU Director and do not require Dallas City Council approval.

Exhibit C: Flower Mound
Treated Water Delivery Points of Entry and Metering Facilities

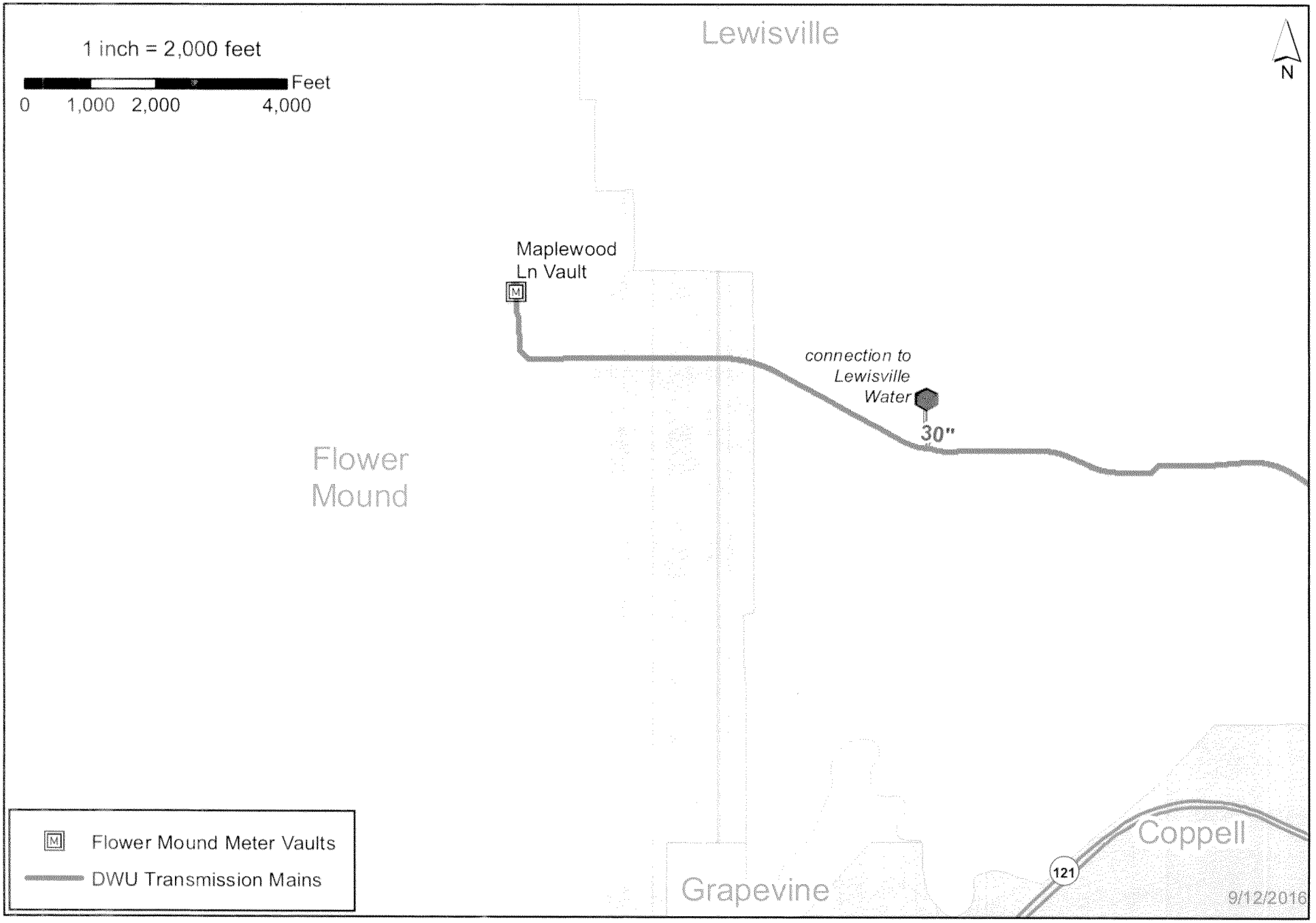


EXHIBIT D

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

Flower Mound and Dallas agree that this Exhibit D, containing conditions and clarifications to the respective Sections of this Contract as numbered below, are a part of this Contract and should be considered as such for purposes of administration and interpretation.

1. The May 22, 1972 and the January 21, 1987 contracts, in which this Contract replaces, specified agreement by Dallas to make available, if requested by the Town of Flower Mound, treated water demand in the amount of $11/80^{th}$ of the capacity of an 80 million gallons per day (MGD) pipeline or the actual transmission capacity of the main. If it becomes necessary to determine the actual transmission capacity of the pipeline, it shall be determined by measurement of the capacity of the pipeline from Dallas' Elm fork Treatment Plant to the "Intermediate Point" thence to Delivery Point C" (the Town of Flower Mound delivery point).

   This Contract continues to recognize Dallas' obligation under the 1972 and the 1987 contracts to provide treated water supply in an amount up to 11/80ths of the actual capacity of the 80 MGD pipeline (approximately 11 MGD). However, Dallas' current obligation, expressed in Exhibit C, "Metering Facilities", is to provide adequate supplies of water to meet the current and future needs of customer cities. Thus the approximate 11 MGD is not to be considered as a limitation. Should Customer's future demand exceed 11 MGD, Dallas agrees to supply Customer's demand, subject to available system supply and system deliverability, at delivery point as agreed by Town of Flower Mound and Dallas.

2. The Town of Flower Mound provided funding for the transmission main from Dallas' Elm fork treatment plant to serve the Town of Flower Mound. Under terms of the 1972 and 1987 contracts, Flower Mound retained ownership of the transmission main and metering station serving Flower Mound. Flower Mound's ownership of the delivery main and metering station was predicted on Flower Mound's financing of a part of the transmission main.

   Dallas has since repaid, with interest, that portion of the cost borne by Flower Mound. Flower Mound conveyed title to the delivery facilities (the pipeline and metering facility) and associated rights of way easements to the City of Dallas.

   Dallas shall continue to be responsible for the operation and maintenance of these facilities and rights of way.

3. Under terms of the 1972 and 1987 contracts, Dallas reserved rights to use the unused portion of the pipeline capacity allocated to Flower Mound for the purpose of serving other Dallas water system customers. This Contract continues to recognize Dallas' right to utilize unused capacity in the pipeline. Dallas shall notify the Town of Flower Mound in writing of any proposed connections to utilize excess capacity in the pipeline at least 90 days in advance of the proposed connection date. If Flower Mound objects to the proposed

connection because of the proposed connection will jeopardize Flower Mound's rights to receive, on demand, the full capacity of the main, Dallas shall delay the connection for an additional 90 days to receive written commentary and documentation from Flower Mound. Provided, however, the final determination on the reasonableness of making the connection shall rest with the Director of Dallas Water Utilities.

This contract continues to recognize Flower Mound's capacity rights in the pipeline and Dallas agrees not to make connections to the pipeline, which would preclude Flower Mound from receiving, on demand under the provisions of Article 3 of the basic Contract, their full capacity rights under terms of the Contract.

4. The Town of Flower Mound acquired right of way for construction of the existing water transmission main and metering station. Subject right of way and easements will be conveyed to Dallas pursuant to Article 10. It is agreed that Flower Mound retains the right to future use of any portion of the existing right of way associated with the transmission main for the purpose of installing, if necessary, future water or wastewater mains for the Town of Flower Mound. Future use by Flower Mound of conveyed rights of way and easements shall not require licenses or permits from Dallas. However, any proposed construction in rights of way and easements shall be coordinated with Dallas in advance of construction.

If additional special conditions or agreements pertaining to this Contract are required in the future, Exhibit D will be amended. Amendments to this Exhibit D that do not materially affect the terms of the Contract can be authorized by the DWU Director and do not require Dallas City Council approval.

EXHIBIT E

RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT

1. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR SINGLE FAMILY RESIDENCES OR DUPLEXES – WHEN SERVICING CITY HAS MAINS IN PLACE

The City of Dallas, Texas, hereinafter called "Dallas" and the Town of Flower Mound, Texas, hereinafter called "Customer", hereby mutually agree, that when mains of the servicing city are currently in place, to provide water and/or wastewater service to customers along the public streets, roadways, alleys and easements forming a common city limit boundary of Dallas and Customer upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

The class of service contemplated by this Paragraph 1 anticipates a temporary connection until such time as the city requesting service will have water and/or wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located.

Nothing contained in this Agreement shall require that either city will be compelled to accept a customer classed under this Paragraph 1 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

A. Service will be provided to single family residences or duplexes situated on no more than one acre of land located immediately adjacent to the common boundary.

B. The city providing the water and/or wastewater service contemplated under this Paragraph shall charge the customer so served the same rates and associated charges as charged customers whose property lies within its own areas and boundaries and who are in the same category of service.

C. The customer being served will be required to pay all applicable fees related to the services provided including a connection service charge to the city furnishing service. The connection service charge shall be the then current amount established by the servicing city's ordinances. If a service charge is not specified by the current ordinances for the size or type service to be provided, the service charge shall be servicing city's actual cost of rendering the service.

2. RECIPROCAL WATER AND/OR WASTEWATER SERVICE AGREEMENT FOR: (1) SINGLE FAMILY RESIDENCES OR DUPLEXES WHERE MAINS ARE NOT IN PLACE, (2) COMMERCIAL AND INDUSTRIAL COMPLEXES, (3) RESIDENTIAL SUBDIVISIONS, APARTMENTS OR TOWNHOUSES AND OTHER MULTI- DEWLLING RESIDENTIAL UNITS.

Dallas and Customer hereby mutually agree to provide temporary water or wastewater service, or both, to customers along the public streets, roadways, alleys and easements forming a common city limit boundary of Dallas and Customer upon written request of either city to the other, provided that neither city will be required to provide such service to customers of the other city if doing so would result in a need for substantial construction or diminution of the level of service being provided to other customers of said city.

The class of service contemplated by this Paragraph 2 anticipates a temporary connection until such time as the city requesting service will have water and/or wastewater mains available. This category of service requires consideration on an individual case basis. Determination will be rendered upon written request being made by the city in which the potential customer is located. Nothing contained in this Agreement shall require that either city will be compelled to accept a customer classed under this Paragraph 2 after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

A. Service will be provided to the following type customers whose properties are located immediately adjacent to or in reasonable proximity of the common boundary:

1) Single family residences or duplexes where mains are not in place.

2) Individual commercial and industrial properties containing no more than 200,000 square feet of building floor space, provided that commercial or industrial facilities in excess of 200,000 square feet consuming only nominal amounts of water or contributing only nominal amounts of wastewater may be considered as an exception to this provision.

3) Specific residential subdivisions consisting of no more than 20 single family units and apartment complexes, townhouses or other type of multiple dwelling units consisting of no more than 35 single family units in the immediate area for which service is being requested.

B. The city providing the water and/or wastewater service contemplated under this Paragraph shall charge the customer served the same rated and associated charges as charged customers whose property lies within its own areas and boundaries and who are in the same category of service.

C. As a precondition of receiving service, the customer being served may also be required to pay all or part of the costs determined to be necessary to extend service and to pay the normal service charges for the type service being offered. Applicability of costs of extending service shall be determined by the officials designated in Paragraph 4.B. of this Agreement. Normal service costs will be determined as contemplated by Paragraph l. C. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

3. TEMPORARY RECIPROCAL SERVICES PROVIDED (1) DIRECTLY TO BORDERING CITIES AND (2) TO COMMERCIAL, INDUSTRIAL OR OTHER COMPLEXES NOT CONTEMPLATED BY PARA GRAPH 2.

When services are requested and it is determined by the city from which service is requested that the service is appropriate and can be offered without diminution of the level of service being provided to other customers of the servicing city, Dallas and Customer hereby mutually agree to provide temporary water and/or wastewater service on a reciprocal basis when (1) the service to be furnished is to be provided directly to the reciprocating city as the customer or, (2) the service to be furnished is for a commercial, industrial, or other customer not meeting the criteria for service consideration in Paragraph 2.

The class of service contemplated by this Paragraph 3 shall be offered at the option of the servicing city. Determination of service feasibility will be rendered upon written request being made by the city requiring service. Nothing contained in this Agreement shall require that either city will be compelled to offer service after a determination by the servicing city that service is not economical or otherwise not in the best interest of the servicing city.

The city providing the water or wastewater service contemplated under this Paragraph shall charge the customer served the same rate and associated charges as charged customers whose property lies within its own areas and boundaries.

The city requesting the service shall pay full cost of any extension, facilities or improvements required to make the service available. The amount of the charges shall be determined by the officials designated in Paragraph 4.B. of this Agreement. All construction work shall meet the specifications of the city within whose boundaries the facilities are constructed.

4. GENERAL TERMS AND CONDITIONS

Service will be provided from mains in the public streets, roadways, alleys and easements existing along the common boundaries of Dallas and Customer under the following terms and conditions, which shall apply equally to either City:

A. Neither party to this Agreement is obligated to provide water nor does wastewater service to the other party, and each party have the right to refuse to provide water or wastewater service, under this Agreement, to the other party.

B. The city requiring services shall initiate the request for reciprocal services by forwarding a written request for service. The request shall be accompanied by a map which identifies the location of the proposed properties. Approval of requests for services shall be in writing and will be forwarded or approved by the following:

If for Dallas:	If for Customer:
Dallas Water Utilities Director 1500 Marilla Street -Room 4/A/N Dallas, Texas 75201	Town of Flower Mound Attn: Executive Director of Public Works 2121 Cross Timbers Rd. Flower Mound, TX 75028

C. Meter boxes, service lines, laterals and other facilities necessary to provide service shall, upon installation, become the property of the city furnishing service if accepted or agreed to by said city.

D. The customer to be served will sign a contract with the city furnishing service, agreeing to abide by all the ordinances of that city which relate to the furnishing of said service.

E. The city requesting service under this Agreement hereby grants to the city providing such service authorization to go upon the public streets, roadways, alleys and easements of the former city for the purpose of installing, maintaining and removing such facilities as are necessary to provide service.

Customer agrees that, with prior written approval of Customer, Dallas may use streets, alleys and public rights-of-way within Customer's boundaries for the purposes detailed in this Agreement to provide retail water and wastewater service to Customer or to other customers without charges or tolls, provided that Dallas makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition. Such use and repairs shall be pursuant to the terms and conditions of the conveyance or license Customer duly grants for such purposes. Dallas agrees that, with prior written approval of Dallas, Customer may use streets, alleys and public rights-of-way within Dallas' boundaries for the purposes detailed in this Agreement to provide retail water and wastewater service to Customer or to other customers without charges or tolls, provided that Customer makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition. Such use and repairs shall be pursuant to the terms and conditions of a license duly granted by the Dallas City Council.

F. If at any time the city requesting service under this Agreement shall construct a main capable of providing water and /or wastewater service to any customer being served under the terms of this Agreement, then upon request, the city so providing the service shall terminate same, reserving the right to remove its meters and materials from the property previously services; provided, the customer shall have a reasonable time, not to exceed one month, to connect to the new service.

G. In the cases where a customer receives water service from one city and wastewater service from the other, the city furnishing water service will provide the other city with monthly meter readings and water consumption information on such customers and will permit appropriate employees of the city furnishing wastewater service to read and examine the meters serving such customers to determine the accuracy of readings so furnished and to permit appropriate employees of the city furnishing wastewater service to examine water consumption records of such customers, provided that no meter shall be removed or adjusted except by the city furnishing water service.

5. CLAIMS OF LIABILITY

It is further mutually agreed by Dallas and Customer that insofar as the services contemplated hereunder are performed by either city within the jurisdiction of the other city and to that extent only, Dallas and Customer hereby mutually agree, to the extent permitted by law, that they will release, hold harmless and defend the other city from all claims of liability which result from damage to property (real or personal) or persons arising directly or indirectly from the performance of the services provided for under this Agreement.

6. TERMINATION OR MODIFICATION

This Agreement is to remain in force for the term of the Contract to which it is attached.

TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: December 5, 2016

FROM: Robert Pegg, P.E., Engineering Manager

ITEM: **Consider approval of a Professional Services Agreement for the 2016 Water and Wastewater Model Update projects, with Kimley-Horn and Associates, Inc., for $21,500.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The 2016 Water and Wastewater Model Update projects are used to keep the Town's water and wastewater models updated with all changes made during fiscal year 2016. The consultant will update the computer models to reflect commercial, residential and CIP projects that impacted the Town's water and wastewater systems. By keeping the models up to date the Town is able to ensure that future developments will meet the requirements of SmartGrowth and that the Town is able to adequately plan for future CIP projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: $ 21,500.00

Proposed Expenditure:	Account Number(s):
$11,500.00	100-2382 Development
$ 2,500.00	600-900-95050-6070 Wastewater
$ 2,500.00	610-980-95050-6070 Wastewater
$ 2,500.00	601-900-95040-6070 Water
$ 2,500.00	610-980-95040-6070 Water

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Professional Services Agreement.

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement for the 2016 Water and Wastewater Model Update projects, with Kimley-Horn and Associates, Inc., for $21,500.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH
Kimley-Horn and Associates, Inc.

This contract is entered into on this _____ day of _____, 20___, by and between the **TOWN OF FLOWER MOUND, TEXAS,** a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.,** ("hereinafter referred to as "CONSULTANT") whose address is 12750 Merit Drive, Ste. 100, Dallas TX 75251.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to the Town's 2016 Water and Wastewater Model Update project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the 2016 Water and Wastewater Model Update project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty One Thousand Five Hundred and No/100 Dollars ($21,500.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.
Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing

CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than $100,000.00 for each accident, $100,000.00 disease-each employee, $500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of $1,000,000 per occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000.00 per occurrence; and

4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be $1,000,000.00 per claim, $1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Robert Pegg, P.E.,
Engineering Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and

6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.
Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor

facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS

OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

(a) Specific performance of the Contract;

(b) Re-performance of this Contract at no extra charge to TOWN; or

(c) Monetary damages.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XVI.
Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII.
Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein,

"Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

Robert Pegg, P.E.,
Engineering Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6312 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Anthony Samarripas, P.E.
Kimley-Horn and Associates, Inc.
12750 Merit Drive Suite 1000,
Dallas Texas 75251
972.770.1314 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state

or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XX.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

(a) Cancel, terminate, or suspend the Contract in whole or in part; or

(b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXI.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual

relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By:_____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

_____
Town Secretary

Approved:

_____
Town Attorney

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: _____
Name:
Title:

Date Signed: _____

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ in his capacity as _____ of _____, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF ___, 20____.

_____
Notary Public, State of Texas

My Commission Expires:

_____

Kimley»Horn

ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: 2016 Water and Wastewater Model Updates

PROJECT UNDERSTANDING

The Town has asked Kimley-Horn (Kimley-Horn) to assist in updating the water and wastewater models to reflect the existing system demands. Kimley-Horn will revise the percent developed values in the model to account for new development since the Master Plan updates completed in August of 2015. Kimley-Horn will help evaluate system capacities and prepare a technical memorandum detailing the results.

SCOPE OF PROFESSIONAL SERVICES

A. Demand Update

This will include adjusting the percent developed quantities in the model to reflect the current amount of development in the Town. The Town provided the following list of developments that will be included in the update:

1) Archangel
2) DFW North Distribution Center Phase II
3) DFW North Distribution Center Phase I
4) High Meadow
5) Hunters Glen
6) KW Flower Mound Development PD 77
7) Long Prairie Medical Office (Caddis)
8) Parkview Commerce Center
9) Surrey Lane Addition
10) Wellington North (Auburn Farms)
11) Movie House Addition, Lot 2

The cost associated with adding a development to the model is $550 each for water and wastewater for any given development. The High Meadow development is not served by the Town's wastewater system; a total fee of $500 will be charged for this development. The Argyle Middle School is exempt from collection; it will be included in this model update at no additional cost to the Town.

The following developments will also be incorporated into the model. These developments were filed during the 2015 Master Plan updates and have not been added to the model yet. These developments will be incorporated at no additional cost to the Town:

1) River Walk Medical Village, Building 101
2) Creekside at Heritage Park – Phase I
3) Regency Park Phase II
4) Black Walnut Cafe
5) Canyon Falls Village 13 and 16B
6) Kids R Kids FM 407
7) Lakeside Ridge
8) Terracina Phase II
9) Elan Oaks Assisted Living & Memory Care

B. CIP Infrastructure Update

This will include adding any water and wastewater infrastructure to the existing models which has been constructed since the last model update.

C. Deliverables

Kimley-Horn will prepare a technical memorandum describing the model update including the developments and infrastructure added to the model. The memo will also include results from the model (e.g. projected water and wastewater demands).

D. Meetings

Kimley-Horn will attend the following meeting(s):

- One (1) project review meeting

E. Future Developments

Below is a list of current proposed developments which are not included in this model updated but are anticipated to be included in a future update:

1) Timber Creek Medical Park
2) Saddlewood (Saddle Oaks Addition Phase 2)
3) Victory Retail
4) Creekside Phase II
5) Edgewood
6) Townlake, Phase I
7) Oakbridge, Phase I

Kimley»Horn

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Kimley-Horn on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Attending additional public meetings during the project.
- Providing professional services associated with the construction phase of the project.
- Any services not listed in the Scope of Services.

Kimley»Horn

ATTACHMENT B

COMPENSATION

Kimley-Horn will provide the Scope of Services for a lump sum fee as follows:

- Developments incorporated to model: $11,500
- Infrastructure update (March): $5,000
- Infrastructure update (September): $5,000
- Total fee: $**21,500**

Additional services will be negotiated at the time they are identified.

Kimley»Horn

ATTACHMENT C

TIME OF COMPLETION

We are prepared to begin our services immediately upon authorization. Upon receipt of a notice to proceed we anticipate the project to take 28 days.

TOWN COUNCIL AGENDA ITEM NO. 12
CONSENT ITEM

DATE: December 5, 2016

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Consider approval of an ordinance for MISC16-0003 street name change for Lake Ridge Drive to Lake Ridge Road.** ***(The Transportation Commission recommended changing of this street name change by a vote of 6 to 0 at its October 11, 2016, meeting.)***

BACKGROUND INFORMATION: The item was taken to the Transportation Commission (TRC) on October 11, 2016.

This street name change request was a consent item on the October 11, 2016, Transportation Commission meeting. (Attachment 1)

BOARD REVIEW/CITIZEN FEEDBACK: No discussion was held on this item at this meeting. This item was brought forward by the High Road Ridge Homeowners Association (HRR HOA). The HRR HOA president asked each of the homeowners if they were in favor and they responded to him in the affirmative.

FISCAL IMPACT: Changing of the street name blade will be covered by operations budget.

ATTACHMENTS:

1. October 11, 2016 TRC Agenda Item
2. Draft Ordinance
3. Homeowner Notification

DRAFT MOTION: Move to approve an ordinance for MISC16-0003 a street name change for Lake Ridge Drive to Lake Ridge Road.

TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

CONSENT ITEM

DATE: October 11, 2016

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Consider a recommendation for a proposed street name change for Lake Ridge Drive to Lake Ridge Road to the Town Council.**

BACKGROUND INFORMATION: This item is to consider a proposed street name change for Lake Ridge Drive to Lake Ridge Road to the Town Council. A vicinity map is located in Attachment 3. Staff has been in contact with the High Road Ridge Homeowners Association (HRR HOA) who made the initial request. The plat that the Town has, the suffix for Lake Ridge is Drive. Therefore our Geographic Information System (GIS) also has it as Drive. Our Traffic Operations group bases sign names based on our GIS. However, according to the Denton County Appraisal District, the suffix for this roadway is Road. The HRR HOA president has asked each of the homeowners involved and all have agreed with the suffix change. Due to the quick turnaround to the Transportation Commission and the agreement of all of the homeowners involved, the notification letter to the additional adjacent property owners will only be sent out for the Town Council date which is the only date required by Chapter 90-320.

Name Change Procedure

Procedures for existing street name changes are set forth in Chapter 90-320 of the Town's Code of Ordinances. This has been provided as Attachment 1.

The first step in a street name change request is the filing of the request with the Planning Department. This request is included as Attachment 3. This request includes such information as street proposed to be renamed, affected block numbers, the reason for the name change, and proposed name for roadway segment. The proposed names of these streets are as follows:

Existing Name	Proposed Name
• Lake Ridge Drive (2600-2700 block)	Lake Ridge Road (2600-2700 block)
• Lake Ridge Drive (7400-7500 block)	Lake Ridge Road (7400-7500 block)

As part of the proposed street name change process, the proposed names must be provided to, but not limited to, the following departments:

- Engineering
- Public Works
- Police Department
- Fire Department

This request was initiated by the HRR HOA and routed to Engineering, Public Works, Police Department, Fire Department, and Geographical Information System (GIS) staff.

Next Steps

After consideration of the Transportation Commission's recommendation, the Town may schedule the consideration of the proposed street name change on the next available Town Council agenda. Notification of the Town Council meeting is required by Chapter 90-320 to be sent to those properties abutting, adjacent to or address from the proposed streets with the date, time and place of the Town Council meeting. This information is to be included in the notification letter.

CITIZEN FEEDBACK: Homeowners along Lake Ridge are in support of this change.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Chapter 90-320. "Procedure to be followed by persons seeking street name change of an existing street"
2. Filed street name change request – Lake Ridge Drive/Lake Ridge Road
3. Vicinity Map

RECOMMENDATION: Move to recommend for a proposed street name change for Lake Ridge Drive (2600-2700, 7400-7500 block) to Lake Ridge Road (2600-2700, 7400-7500 block) to the Town Council.

"Sec. 90-320. Procedure to be followed by persons seeking street name change of an existing street.

(a) Any person may request a street name change by filing a request for a street name change with the Planning Department. The request shall identify the street proposed to be renamed by its current name and the block numbers thereof, state the reason for the requested street name change, and state the proposed name for such roadway segment.

(b) The proposed name change will be considered by various Town departments interested in the naming of streets and roadways within the Town's corporate limits possibly including, but not limited to, Engineering, Public Works, the Police Department and the Fire Department. Following such consideration the Town Manager or designee may, but is not required to, schedule consideration of the proposed street name change on the next available agenda for the Transportation Commission.

(a) Following receipt of the Transportation Commission's recommendation regarding the proposed street name change, the Town may schedule consideration of the proposed street name change on the next available agenda for the Town Council.

(d) The Town will notify each owner of property adjacent to, abutting and/or having an address on the street that is the subject of the requested name change regarding the proposed street name change and the time, date and location of the Town Council meeting at which the proposed street name change will be considered. Said notification will be sent by regular U.S. mail, postage prepaid, to the owners of real property adjacent to, abutting, and/or having an address on the subject street as their names and addresses appear on the most recently approved Town of Flower Mound Tax Roll."

Memorandum

Date: October 4, 2016

To: Planning Department

From: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

Subject: Street Name Change request for Lake Ridge Drive

This request is for the renaming of Lake Ridge Drive.

Below is the list of information as required by Section 90-320 of the Town's Code of Ordinances.

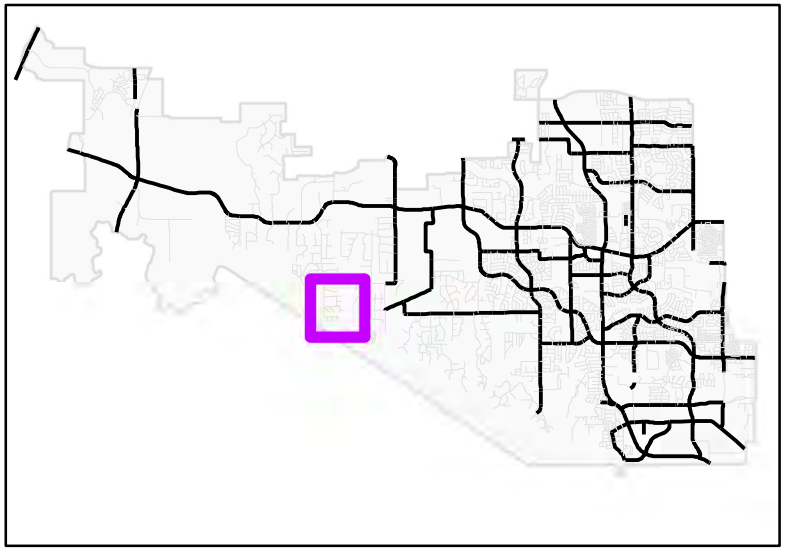
- **Street to be renamed:** Lake Ridge Drive
- **Block range:** 2600 – 2700; 7400 – 7500
- **Reason for Change:** Existing plat indicates Drive however, Denton Central Appraisal District and the Post Office indicate as Road.
- **Proposed Names:** Lake Ridge Road

Please provide this information to the Development Review Committee, GIS, Public Works, and Police Department at a minimum, for their review.

Location Map of Lake Ridge Street Name Change Request

Council Attachment 1
TRC Attachment 3

NORTH



Vicinity Map

Project Location(s)

Legend

Description

Lake Ridge SNC

Attachment 2

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING A STREET NAME CHANGE OF LAKE RIDGE DRIVE (2600-2700 BLOCK) AND (7400-7500 BLOCK) TO LAKE RIDGE ROAD (2600-2700) AND (7400-7500 BLOCK); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town staff and Town Manager have determined that the overall success of the River Walk Development it is in the best interest of the public and the Town, and therefore, the following portions of streets in the area of the Development should be renamed as follows:

1) rename "Lake Ridge Drive" east of High Road (being the 2600-2700 block and 7400-7500 block) to the 2600-2700 block and 7400-7500 block of "Lake Ridge Road"; and

WHEREAS, street signs currently in place for the portions of streets being renamed will be required to be changed at the direction of the Town Manager or his designee; and

WHEREAS, each owner of property adjacent to, abutting and/or having an address on each street being considered for a name change has been notified of the proposed street name change and of the date, time and location of the Town Council meeting at which the proposed street name changes will be considered, as required by Section 90-320 of the Town Code of Ordinances; and

WHEREAS, the proposed street name changes were considered by the Town's Transportation Commission on October 11, 2016, and the Transportation Commission recommended approval of the proposed street name change; and

WHEREAS, the Town Manager or his designee shall direct the replacement of street signs reflecting the street name changes reflected above; and

WHEREAS, the Denton County Central Appraisal District, Post Office and other service providers shall be notified at the direction of the Town Manager or his designee of the street name changes reflected above; and

WHEREAS, the Town Council deems it necessary and in the best interests of the public to rename the portions of the streets as reflected above.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town of Flower Mound and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The entirety of "Lake Ridge Drive" (being the 2600-2700 block and 7400-7500 block) is hereby officially renamed to be the 2600-2700 block and 7400-7500 block of "Lake Ridge Road".

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption of this Ordinance in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 6

This Ordinance shall take effect and be in full force from and after its passage and publication, as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 5TH DAY OF DECEMBER, 2016.

APPROVED:

_____
Thomas E. Hayden, MAYOR

ATTEST:

_____
Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
Bryn Meredith, TOWN ATTORNEY

Infrastructure/Engineering Services

November 3, 2016

Stakeholder
2605 Lake Ridge Rd
Flower Mound, Texas 75022

RE: Street Name Change of Lake Ridge Drive

Dear Stakeholder:

The letter is to advise you that the Lake Ridge Drive is being proposed to be changed to Lake Ridge Road. You are receiving this letter because our records show that you have property that either is addressed off of; or adjacent to; or abutting Lake Ridge Drive. The current plat that the Town is in possession of indicates that the street name is Lake Ridge Drive. We understand that the Denton County Appraisal District, the Post Office and others have the street listed as Lake Ridge Road. This is the formal process to change the Town's records to Lake Ridge Road. The street name change item was reviewed by the Transportation Commission and was recommended to be approved as Lake Ridge Road at its October 11, 2016, meeting.

The proposed street name is as follows:

	Existing Name	Proposed Name
•	Lake Ridge Drive	Lake Ridge Road

With the recommendation provided by the Transportation Commission, the recommendation will be brought forward to the Town Council. This item being brought forward as a consent item to the Town Council meeting on December 5, 2016, at 6:00 PM, at 2121 Cross Timbers Road in the Council Chambers.

If you have any questions, additional input or suggestions, please send correspondence to me at 2121 Cross Timbers, Flower Mound, TX 75028, fax it to (972) 874-6472 or email to matthew.hotelling@tofmtx.com. If there is information that you would like to go to the Town Council please indicate so in the correspondence. Correspondence received after the agenda packet is posted will be handed out at the meeting. If you have any questions regarding this letter, please give me a call at (972) 874-6303. Thank you.

Sincerely,

Matthew J. Hotelling, P.E., PTOE,
Traffic Engineer

TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: December 5, 2016

FROM: Tiffany Bruce, P.E., CIP Engineering Manager

ITEM: **Consider approval of the award of Bid No. 2017-7 to Utility Service Company, Inc., for the Bruton Orand Elevated Storage Tank Rehabilitation project, in the amount of $1,185,450.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Town's 2.0 Million Gallon Bruton Orand Elevated Storage Tank is in need of routine 15 year cycle rehabilitation and repainting. On November 1, 2016 bids were received and opened for the Bruton Orand Elevated Storage Tank Rehabilitation project. Utility Service Company, Inc., submitted the lowest qualified bid of the six responding bidders, for a total base bid plus optional bid items 2-5 ($221,500), for a total bid award of $1,185,450.00. The lowest bidder was found unqualified.

FISCAL IMPACT: $1,185,450.00

Proposed Expenditure:	Account Number(s):
$1,185,450.00	630-960-98340

Finance Review by: Debra Wallace, Deputy Town Manager/CFO DW

LEGAL REVIEW: The Town's Construction Agreement form documents, prepared by Taylor, Olson, Adkins, Sralla, & Elam L.L.P., were used to draft this agreement. No alteration to the legal content of this form document was made in preparation of this Construction Agreement.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

RECOMMENDATION: Move to approve the award of Bid No. 2017-7 to Utility Service Company, Inc., for the Bruton Orand Elevated Storage Tank Rehabilitation project, in the amount of $1,185,450.00; and authorize the Mayor to execute same on behalf of the Town.

Attachment 1

Town of Flower Mound Bid Tabulation

Bid No: 2017-7 - 2.0 MG Bruton Orand EST Rehabilitation

Bid Opening: 11/1/2017 at 2:00pm

Company	Base Bid	Options	Total Bid
M.K. Painting, Inc.	$ 864,500.00	$ 290,000.00	$ 1,154,500.00
Utility Service Company, Inc.	$ 963,950.00	$ 315,100.00	$ 1,279,050.00
NG Painting, LP	$ 968,500.00	$ 335,000.00	$ 1,303,500.00
A&M Construction and Utilities, Inc.	$ 1,107,250.00	$ 300,000.00	$ 1,407,250.00
TMI Coatings, Inc.	$ 1,231,000.00	$ 342,000.00	$ 1,573,000.00
Classic Protective Coating	$ 1,213,950.00	$ 388,500.00	$ 1,602,450.00

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Rochelle M. Ragas, CPPB 11/1/2017

Purchasing Manager

Town of Flower Mound, Texas

TOWN OF FLOWER MOUND

2.0 MG Bruton Orand EST Rehabilitation

Bid # 2017-7

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 5th day of December, 2016, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Utility Service Company, Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

2.0 MG Bruton Orand EST Rehabilitation
Bid # 2017-7

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

A. The Construction Agreement;

B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;

C. Any listed and numbered addenda;

D. Special Provisions;

E. Supplementary Conditions;

F. Construction Drawings or Plans;

G. Technical Specifications;

H. Town's Standard Construction Details;

I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);

J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);

K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);

L. The General Conditions;

M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);

N. Notice to Bidders;

O. Instructions to Bidders;

P. The Town's written notice to proceed to Contractor;

Q. The Contractor's Bid Proposal;

R. The Performance Bond, Payment Bond and Maintenance Bond; and

S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million One Hundred Eighty-Five Thousand Four Hundred Fifty Dollars ($1,185,450.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage's required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred

Thousand and Zero/One Hundredths Dollars ($100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars ($100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;

2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified

by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

Contract Amount	Retainage Percentage
Up to $25,000.00	15%
$25,000.00 to $400,000.00	10%
Over $400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").**

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this

Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Five Hundred and Zero/One Hundredths Dollars ($500.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars ($250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Two copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.
Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind

so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 5th day of December, 2016.

TOWN OF FLOWER MOUND

_____
Thomas E. Hayden, MAYOR

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____
TOWN ATTORNEY

CONTRACTOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(CORPORATE SEAL)

ATTEST:_____ (Signature)

_____ (Position)

Town Council Future Agenda Items

SCHEDULED	**12/15/2016**	Work Session	Presentation and discussion regarding the Parks and Trails Master Plan
	12/19/2016	Consent	Consider approval of Change Order No. 1 for the construction of the Pintail Pump Station Capacity Improvements project, amending the contract with Felix Construction Company, Corp., to provide for additional contract days and an increase to the contract in the amount of $47,212.37, increasing the total contract amount to $1,056,592.37; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. __-16 for adjustments to the _____ Fund, _____ Fund, _____ Fund, _____ Fund, _____ Fund, and _____ Fund.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2015 and ending on September 30, 2016, as adopted by Ordinance No. 52-15 and amended by Ordinance No. 70-15, No. 04-16, No. 09-16, No. 13-16 and No. 29-16 for an adjustment to the _____ Fund and _____ Fund.
		Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2017 Independence Fest.
		Consent	Consider approval of a contract with TBD in the amount of $$$ for reinsurance coverage for the Town's Group Health Plan.
		Consent	Consider approval to purchase materials and installation for the Inflow & Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) project, from Fuquay, Inc., a Buy Board participant; in the amount of $488,154.00.
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
		Consent	Consider approval of an ordinance amending Appendix A "Fee Schedule" to establish the fee for the usage of the Town Community Activity Center (CAC) by part-time town employees.
		Consent	Consider approval of the 2016 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

SCHEDULED	**12/19/2016**	Consent	Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide contract construction administration phase services, associated with the Bruton Orand EST Rehabilitation project, in the amount of $54,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Manager at Risk Agreement, for the construction of the Town Hall project, with Steele Freeman Inc.; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider acceptance of a Texas Preservation Trust Fund grant from the Texas Historical Commission (THC) and execution of an agreement with the THC; and authorization for the Mayor to execute said agreement on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on December 5, 2016.
		Regular	Public Hearing to consider a request for a Development Plan (DP16-0003 - Bradford Park) to develop a residential subdivision, with an exception to Section 90-423, “Underground utilities,” of the Code of Ordinances. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. (The Planning and Zoning Commission recommended by a vote of to at its December 12, 2016, meeting.)
		Regular	Consider a request for a Site Plan (SP16-0009 - River Walk Amphitheater) to develop an outdoor amusement and recreation building. The property is generally located south of Royal Crescent Drive North and east of River Walk Drive. (The Planning and Zoning Commission recommended by a vote of to at its December 12, 2016, meeting.)
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 445 (SUP16-0003 - River Walk Amphitheater) to permit an outdoor amusement and recreation use, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Royal Crescent Drive North and east of River Walk Drive. (The Planning and Zoning Commission recommended by a vote of to at its December 12, 2016, meeting.)
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 448 (SUP16-0013 - Enterprise Storage) to permit a mini-warehouse facility with an exception to the access management policy and criteria regarding driveway spacing contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Enterprise Drive and north of Long Prairie Road. (The Planning and Zoning Commission recommended by a vote of to at its December 12, 2016, meeting.)

SCHEDULED	**12/19/2016**	Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0014 – Specific Plan Areas) to delete Section 3, Specific Plans, in its entirety and to amend Section 1, Land Use Plan, by removing the summary description of Specific Plan Areas and by adopting a revised Land Use Map which replaces the white SPA boundary overlays with colors of the existing land use designations, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended by a vote of to at its December 12, 2016, meeting.)
	1/17/2017	Consent	High Road Water Line Design Award.
		Consent	Timber Creek Road Paving Improvements (Kirkpatrick Lane to Glen Hollow) Change Order No.1 and Final Acceptance.
		Consent	Heritage Park Phase IV Design Award.
		Consent	Western O&M Facility (Temporary Fire Station No.6) Final Acceptance.
		Consent	Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 6, 2017, for the offices of Town Council Place 1, Town Council Place 3, and Town Council Place 5.
		Consent	Consider approval of Amendment No. 3 to the Fiscal Year 2016-2017 Capital Improvement Program.
		Consent	Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station) Design Award.
		Consent	Bruton Orand Elevated Storage Tank Rehab Testing Award.
	1/19/2017	Work Session	Discuss and receive direction on Community Support funding policy
	2/6/2017	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	Oak Drive Water Main Replacement CO 3 and Final Acceptance.
	2/16/2017	Work Session	(Joint WS with ECC) Presentation and discussion regarding the Town's Sustainability Plan
	3/23/2017	Work Session	(Joint WS with TRC) Presentation and discussion regarding the Town's Thoroughfare Plan

SCHEDULED	**4/20/2017**	Work Session	Presentation and discussion regarding the undergrounding of overhead utilities
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Waketon Road Drainage Study.
		Consent	Consider approval of the purchase of The Brazos Technology eCitation/Accident Reporting Data Capture System by the Flower Mound Police.
		Consent	Shady Point Acres Water Main Replacement Construction Award.
		Consent	Heritage Park Phase III Construction Award.
		Regular	Public Hearing to consider an application for a tree removal permit for nineteen (19) specimen trees on property proposed for development as The Lakes. The property is generally located west of Shiloh Road and north of Cross Timbers Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its June 7, 2016, meeting).