

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

6/5/2017

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

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. Introduction of the Police Department's Citizen's Public Safety Patrol Bike Unit

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**

Update and discussion on:

1. Capital improvement projects
 - a. Twin Coves Park Open House & Cabin Rental Availability
2. Economic Development projects
3. New town hall and library expansion
4. Future splashpad at Heritage Park

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).

Town Council Meeting Agenda

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I. COORDINATION OF CALENDARS

1. Work session for Thursday, June 15th canceled. Tentative date for Council group photo (8:00 pm).
2. The next Town Council regular meeting is a scheduled for Monday, June 19th.
3. Confirmation of availability for the Strategic Planning Session scheduled for Fri, July 21st (4pm start), with a tentative overflow date of Sat, July 22nd (9am start) and to be held at the Town's Operations & Maintenance facility located at 201 Spinks Rd.

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 5/15-** Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2017.
2. **CAC Fees for Crossing Guards-** 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 Flower Mound All City Management Services (ACMS) Crossing Guards.
3. **Purchase of bus-** Consider approval of the purchase of one 24-Passenger Bus with 2 wheelchair lifts and seating for Seniors In Motion (SIM) Program within the Community Services Department from National Bus Sales & Leasing, Inc., through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$94,691.11.
4. **Budget Amendment-** 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. 52-16 and amended by Ordinance 70-16, 02-17 and 10-17 for adjustments to the General Fund.
5. **Purchase of Medical Supplies-** Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract.
6. **Traffic Signal US 377/Canyon Falls-** Consider approval of Professional Services Agreement with Stantec Consulting Services, Inc., for the traffic signal designs of US 377 at Canyon Falls Drive, and FM 407 at Browning - Reconstruction, in the amount of \$45,330.00; and authorization for the Mayor to execute same on behalf of the Town.
7. **Yucca & Woodbine Reconstruction-** Consider approval of Design Amendment No. 2 to the Professional Services Agreement with Criado and Associates, Inc., to provide additional design services, for the Yucca Drive and Woodbine Street Reconstruction project for an increase of \$17,937.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **Architectural design amendment-** Consider approval of an Amendment No. 2 to the Professional Service Agreement with Oxley Williams Tharp Architects, PLC., to complete Phase II of the architectural design services for the Police Department and Central Fire Station Renovation projects, for an amount of \$140,000.00; and authorization for the Mayor to execute same on behalf of the Town.

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9. **Glenwick Park Bridge-** Consider approval of final acceptance of the Individual Park Improvements (Glenwick Park Bridge) project; authorization for final payment to Wall Enterprises in the amount of \$8,949.55; and authorization for the Mayor to execute the same on behalf of the Town.
10. **Sagebrush Drive-** Consider approval of Change Order No. 5, increasing the contract amount by \$81,939.18, final acceptance of the Sagebrush Drive project, and authorization for final payment to CD Builders, Inc., in the amount of \$298,797.98; and authorization for the Mayor to execute same on behalf of the Town.
11. **Fiber line redirection-** Consider approval of two phase fiber line redirection project, and connection to the new Town Hall, through Spectrum Enterprise in the amount of \$57,954.60.

K. REGULAR ITEMS

12. **Public Hearing-ZPD-Highland Court-** Public Hearing to consider a request for rezoning (ZPD17-0004 – Highland Court) to amend Planned Development District-137 (PD-137) with high density and medium density single family detached residential uses to modify the development standards regarding increasing maximum building height, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and north and east of Rippy Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 22, 2017, meeting.)
13. **2017A Certificates of Obligation-** Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2017A, in the principal amount not to exceed \$24,400,000.
14. **Town Hall site plan-** Consider a request for a Site Plan (SP17-0004 - Flower Mound Town Hall) to develop a new Town Hall, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Morriss Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 8, 2017, meeting.)
15. **Town Hall risk agreement-** Consider approval of a Construction Manager at Risk Agreement with Steele Freeman Inc., for the Town Hall project at a Guaranteed Maximum Price of \$15,740,744.00; and authorization for the Mayor to execute same on behalf of the Town.
16. **Street Name Change-** Consider approval of an ordinance for MISC17-0004 street name change for Old Gerault Road (100-400 block) and Enterprise Drive (800 block) to Gateway Drive (100-500 block). (The Transportation Commission recommended approval of the street name change by a vote of 4 to 3 at its May 9, 2017 meeting.)

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

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, **Parks Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and **Denton County Transit Authority (DCTA) Board of Directors**.

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17. **DCTA appointment-** Discuss and consider appointment of the Town's representative to serve on the Denton County Transit Authority (DCTA) Board of Directors for a two-year term ending June 5, 2019.

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.

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 also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: June 2, 2017, at 2:15 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: June 5, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 15, 2017.

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

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on May 15, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2017

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 15TH DAY OF MAY, 2017, 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 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 (through canvass item)
Claudio Forest	Councilmember Place 5 (after canvass)

constituting a quorum with 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
Bryn Meredith	Town Attorney
Ken Parr	Executive Director of Public Works
Doug Powell	Executive Director of Development Services
Andy Kancel	Police Chief
Wess Griffin	Captain, Special Services Division

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:02 p.m.

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

Chaplain Russ McNamer gave the invocation and Mayor Hayden led the pledges.

D. RECOGNITION OF AND ANNOUNCEMENT FROM OUTGOING COUNCILMEMBER

Councilmember Gelbman offered comments relative to his service on Town Council.

E. CANVASS GENERAL ELECTION AND OATHS OF OFFICE FOR NEWLY AND RE-ELECTED OFFICIALS

1. Consider approval of an ordinance canvassing and declaring the results of a general election held May 6, 2017, for the purpose of electing the offices of Town Council Places 1, 3, for two year terms each, and Place 5 for a three year term, and providing an effective date.

Ms. Scott gave a presentation that included election summary results.

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Councilmember Jason Webb moved to approve an ordinance canvassing and declaring the results of a general election held May 6, 2017, for the purpose of electing the offices of Town Council Places 1, 3, for two year terms each, and Place 5 for a three year term, and providing an effective date. Councilmember Gelbman seconded the motion.

ORDINANCE NO. 14-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 6, 2017, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 1, 3, AND 5, 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**

Ms. Scott administered Oaths of Office to Councilmembers Forest, Bryant, and Jason Webb and Mayor Hayden issued Certificates of Election to each elected official in accordance with state law.

F. CLOSED MEETING

The Town Council convened into closed meeting at 6:26 p.m. on May 15, 2017 pursuant to Texas Government Code Chapter 551.074 to discuss matters relating to personnel as follows: Discuss and consider election of Mayor Pro Tem and Deputy Mayor Pro Tem, and reconvened into an open meeting at 6:35 p.m. on May 15, 2017, to take action on the items as follows:

Councilmember Bryant moved to appoint Don McDaniel to Mayor Pro Tem and Councilmember Bryan Webb seconded the motion.

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

Councilmember Jason Webb moved to appoint Kevin Bryant to Deputy Mayor Pro Tem and Councilmember Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB****NAYS: NONE****G. ANNOUNCEMENTS FROM NEWLY AND RE-ELECTED COUNCILMEMBERS**

Councilmembers J. Webb, Bryant, and Forest offered comments relative to being elected in their respective positions.

H. PRESENTATIONS

1. Recognition of Robotics Team World Champions

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Flower Mound High School students Henry Liu, Anuj Jain, Jake Magee, Justin Chae and Kevin Choi, accepted certificates of recognition for their achievement.

2. Proclamation for National Police Week

Andy Kancel, Police Chief, accepted the Proclamation.

3. Proclamation for National Public Works Week

Doug Stevens, Assistant Director of Public Works, accepted the Proclamation.

I. 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 or stated)
1.	Cindy Spielberg, 5204 Bayberry St	Questions regarding Rippy Road development
2.	Tanner Wilson, 4925 Creek Wood Dr	World Cup regional event in 2026
3.	Jody Smith, 3907 Ridgecrest Dr	Election; Riverwalk; Eagle Scout flag project
4.	Paul Stone, 41100 Broadway Ave	Election; social media; unity in community
5.	Jim Engel, 5110 Bayberry St	Unity in community; Bradford Park Development Agreement
6.	Al Picardi, 1525 Lindby Dr	Flag poles will be displayed on the Mound during the appropriate times of year; Election
7.	Carol Kohankie, 4312 Lauren Way	Fruitvale initiative
8.	Paul Perez, 1500 Holly Oak Ct	Fruitvale initiative

J. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events

Several members of Council expressed appreciation for Flower Mound police officers. In addition, they also encouraged everyone to remember all law enforcement officers who have lost their lives in the line of duty.

Councilmember Bryan Webb announced there will be an expedition game on June 16th with first responders and wounded warriors at the Flower Mound YMCA.

Councilmember Forest stressed the importance of coming together and being neighborly toward each other.

Mayor Hayden provided background information relative to what initiated the rebuild efforts for Fruitvale. He also announced the progress of River Walk.

Deputy Mayor Pro Tem Bryant announced that the Memorial Day Remembrance Ceremony is Monday, May 29th at the senior center at 9:00 a.m.

K. TOWN ATTORNEY REPORT

1. Discuss term lengths and limits for the Mayor and Councilmember positions, as well as eligibility to run in future elections in accordance with the Section 3.01 & 3.02 of the Town Charter.

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Mr. Meredith gave a presentation identifying or noting term lengths and limits for current Council seats/positions, and he responded to a question for clarification in that the clock restarts if anyone sits out one term.

L. TOWN MANAGER REPORT

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects:
 - Riverwalk wedding chapel
 - Progress update for the light at College and FM 2499
2. Economic Development projects:
 - Two new headquarters: LM Wireless and Haag Engineering
 - New restaurant in Founders Square (Yummy Thai)
 - Avanti assisted living now open
3. New town hall and library expansion:
 - Town Hall – June 5th Council agenda for site plan and GMP

He announced that staff member Molly Fox was elected to serve as the Director of Region II of the Texas Association of Municipal Information Officers (TAMIO)

M. FUTURE AGENDA ITEMS

There were no requests for future agenda items.

N. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

Mayor Hayden announced that the next Council meeting is June 5th.

O. CONSENT ITEMS

1. Consider approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., to provide traffic signal designs for the FM 2499 at College Parkway and the FM 2499 at Silveron projects, in the amount of \$28,000.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement with Kimley Horn and Associates, Inc., to provide traffic signal designs for the FM 2499 at College Parkway and the FM 2499 at Silveron projects, in the amount of \$28,000.00; and authorization for the Mayor to execute same on behalf of the Town.

2. Consider approval of a Professional Services Agreement with Professional Services Industries Inc. for construction testing of materials and methods for Heritage Park Phase III project, in the amount of not to exceed \$28,516.50; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Professional Services Agreement with Professional Services Industries Inc. for construction testing of materials and methods for Heritage Park Phase III project, in the amount of not to exceed \$28,516.50; and authorization for the Mayor to execute same on behalf of the Town.

3. Consider approval of Change Order No. 5 in the amount of \$14,557.08 and final acceptance with Basic IDIQ Inc., for the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, authorization for final payment to Basic IDIQ Inc., in the amount of \$69,576.31; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Change Order No. 5 in the amount of \$14,557.08 and final acceptance with Basic IDIQ Inc., for the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, authorization for final payment to Basic IDIQ Inc., in the amount of \$69,576.31; and authorization for the Mayor to execute same on behalf of the Town.

4. Consider approval of an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2017 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if federal income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopted a savings clause; declaring an effective date; and requiring delivery of this ordinance to the Company and the ACSC's legal counsel.

RECOMMENDATION: Move to approve an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2017 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if federal income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopted a savings clause; declaring an effective date; and requiring delivery of this ordinance to the Company and the ACSC's legal counsel.

ORDINANCE NO. 15-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE

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RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

5. Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorized the Mayor to execute same on behalf of the Town.

Mayor Pro Tem McDaniel moved to approve by consent Items 1 – 5. Deputy 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: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB****NAYS: NONE****P. REGULAR ITEMS**

6. Consider approval of the minutes from a regular meeting of the Town Council held on May 1, 2017.

Councilmember Bryan Webb moved to approve the minutes from a regular meeting of the Town Council held on May 1, 2017. Councilmember Jason Webb seconded the motion.

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

7. Consider approval of an agreement with All City Management Services (ACMS), and authorization for the Mayor to execute same on behalf of the Town.

Administrative Note: While this item is not a required public hearing, Mayor Hayden announced at the beginning of the meeting that it would follow the format of a public hearing given the amount of speakers wishing to speak about this item.

Staff Presentation

Captain Griffin gave a presentation identifying or noting:

- Number of guards, positions, school days, duty hours, police coverage hours, volunteer hours, turnover
- Background information about All City Management Services (ACMS), including other Texas cities that utilize their services, and noted that the police department

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has been reviewing this for a year

- Responses to questions based on feedback from the crossing guards
- Purpose for the police department shifting to ACMS

and he, Chief Kancel, or Mr. Stathatos, responded to questions or comments from Council as follows:

- Clarification regarding the timing associated with communicating the possibility of contracting with ACMS with the crossing guards
- Are the guards interested in removing the requirement of having previous experience working with children
- Who fills the crossing guards positions in the absence of a crossing guard
- Why is it difficult to fill the vacancies
- What is the process for retaining the current 51 crossing guards
- Would the crossing guards be forced to go to another community
- Clarification regarding the one volunteer that did 700+ hours
- Clarification regarding what transpired relative to the lead guard position, including compensation levels, as well as other options within the police department
- Salary comparisons
- Is Flower Mound competitive
- Will the kids notice a difference in service whether it's the Town or ACMS administering the program
- Will crossing guards be routinely reassigned to other locations
- How will the safety standards be monitored and what's the exit strategy if it's not acceptable
- Clarification regarding concerns relative to a potential change to where they currently park, and what are the liability issues
- What will the police department's involvement be if the decision is made to contract with ACMS
- Clarification regarding some misinformation that has been circulated via social media
- Are there currently any safety issues within the crosswalks
- At the end of the school year, do the crossing guards currently stay on the employment rolls over the summer
- Clarification regarding comments made about a hiring freeze
- Is there another department that could take the function of the crossing guard program
- Are there other functions within the Town that are outsourced to maximize efficiencies
- What prevents the Town from utilizing some of the recruitment ideas presented in the meetings with the crossing guards at a higher intensity instead of outsourcing
- Tangible versus intangible benefits
- How could something like the discount at the CAC be included for the crossing guards if there is a transition to ACMS

There was Council discussion as follows:

- How the topic of outsourcing the crossing guard program came up initially
- How pulling an officer away from a beat to cover a crosswalk is not a good use of resources
- It's not about cost savings – it's about using our resources in the most appropriate fashion

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- Calls for service summary
- How the “need crossing guard” sign at one location has been in place since November
- Communication process was for the most part in line with what happens in these situations
- How the role of crossing guards has changed significantly over the years
- How the outsourcing will probably cost more money but will enhance the overall safety of the children
- Acknowledgement that the police department has done their due diligence on all aspects in the interest of protecting the people in this Town, and not a decision that was made lightly
- Everyone has a job and at the same location
- Past pay increases
- How the unknowns associated with the proposed outsourcing needs to be filled with truth and not fear
- The application process for crossing guards and how the job remains the same
There was Council direction and action to modify the contract as presented in the packet to denote \$40 per hour and not \$40 per session as currently presented, and interest in keeping in the current town benefit of the discount at the Community Activity Center.

Applicant Presentation

Patricia Pohl, Vice President of Operations, ACMS, 10440 Pioneer Blvd, Ste 5, Santa Fe Springs, CA 90670

Ms. Pohl gave a presentation identifying or noting:

- Company background information
- Addressed the negative media associated with an incident that happened in Ft. Worth

Ms. Pohl responded to questions from Council as follows (some of which were in response to questions asked during the public hearing):

- How will ACMS do a better job at finding people to fill the positions than the police department
- Is the compensation level in line with the market and whether or not that is a deterrent in recruiting crossing guards
- Do applicants apply in general or to a specific location (i.e. Flower Mound)
- How would the transition be handled
- If the decision is made to transition to ACMS, is the safety of the kids being sacrificed
- Has a review as to where crossing guards may or may not park been conducted
- Are the qualifications for ACMS vastly different than the Town's current qualifications
- What is the company's attrition rate in a given year
- If hiring standards for substitutes differ from regular crossing guards
- How does ACMS address special needs relative to a particular crosswalk
- Are the crossing guards required to speak English
- Do you maintain a record of incidents relative to safety such as pedestrian injuries

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Mayor Hayden opened the public hearing at 8:08 p.m. The following speakers and 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. Mayor Hayden closed the public hearing at 9:06 p.m.

	Speaker names and address	For	Against	Questions/Comments
1.	Kim Katz, 4901 Timberview		X	X
2.	Jim Engel, 5110 Bayberry			X
3.	Al Linley 1200 Cedarwood Dr			X
4.	Paul Perez, 1500 Holly Oak Ct			X
5.	Barbara Hill, 3316 Pecan Park Dr		X	X
6.	Don Shields, 3815 Cortadera Ct	X		
7.	Warner Watkins, 2800 London Ln	X		
8.	Don Gilmore, 5300 Kensington Ct			X

Councilmember Bryan Webb moved to approve an agreement with All City Management Services (ACMS), and authorized the Mayor to execute same on behalf of the Town, with the modification of the contract that penalties will be at \$40 per hour (not per session) that a police officer has to serve as a substitute at a crossing guard location. Deputy Mayor Pro Bryant seconded the motion.

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

8. Consider approval of a request (MISC17-0005) for a variance to Section 34-182(b)(5), entitled "Construction work," of the Code of Ordinances to allow extended hours for construction of the Lakeside Tower development.

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Location
- Land use and zoning
- Photographs of the site
- Noise standards (Chapter 34-181) – Prohibited noise (34-182)

Mr. Powell responded to questions from Council as follows:

- What are their options
- Did the residents on Edgemere have direct communication relative to any kind of approval
- Why didn't staff want to grant the exception in this case

There was Council discussion as follows:

- Timing associated with the concrete pouring
- Interest in having a notification process for the neighboring residents

Mr. Meredith and Mr. Dalton provided clarification and other options associated with the exception request.

Applicant Presentation

Alex Brown, Vice President, Realty Capital

Mr. Brown gave a presentation identifying or noting:

- Explanation for an early morning concrete pour variance request
- Concrete pour schedule
- Concrete pour logistics
- Construction decibel levels
- Construction lighting
- Community outreach
- Past practice (temporary basis originally)

Mr. Brown responded to questions from Council as follows:

- Concerns regarding the beeping noise that the trucks will make when backing up
- Was the noise level associated with trucks shifting gears measured
- What is the backup plan if this item is not approved
- How long is it going to take
- Is the provision just for the tower

Several members of Council encouraged the applicant to come up with a mitigation plan.

Councilmember Forest moved to approve a request (MISC17-0005) for a variance to Section 34-182(b)(5), entitled "Construction work," of the Code of Ordinances to allow extended hours for construction of the Lakeside Tower development, with the inclusion that the developer initiate written notification seven(7) days prior to the actual pour date to residents within 250' from the property. Deputy Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: B. WEBB, MCDANIEL, BRYANT, J. WEBB, FOREST

NAYS: NONE

9. Consider approval of a Development Agreement with CalAtlantic Homes of Texas, Inc., for the construction of Town infrastructure associated with the Bradford Parks residential development; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Parr gave a presentation identifying or noting:

- Clarification as to what the agreement entails (road and water line portions)

And he responded to questions from Council as it relates to the timing associated with the traffic signal at College and FM 2499.

Mayor Pro Tem McDaniel moved to approve a Development Agreement with CalAtlantic Homes of Texas, Inc., for the construction of Town infrastructure associated with the Bradford Parks residential development; and authorization for the Mayor to execute same on behalf of the Town. Deputy Mayor Pro Tem Bryant seconded the motion.

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

10. Consider approval of an ordinance abandoning certain unused Town Right of Way and execution of a partial release of said unused Town Right of Way to abutting property owner, CalAtlantic Homes of Texas, Inc., related to the construction of Town infrastructure associated with the Bradford Parks residential development; and authorization for the Mayor to execute all documents required for the same on behalf of the Town.

Staff Presentation

Mr. Parr gave a presentation identifying or noting:

- Background information relative to the right of way and alignment changes that presented the release.

ORDINANCE NO. 16-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS PROVIDING FOR THE ABANDONMENT AND RELEASE OF THE TOWN'S INTEREST IN A PORTION OF A THIRTY FOOT RIGHT-OF-WAY DEDICATED TO THE TOWN BY PLAT ON MAY 2, 2006; PROVIDING FOR RECORDING OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem McDaniel moved to approve an ordinance abandoning certain unused Town Right of Way and execution of a partial release of said unused Town Right of Way to abutting property owner, CalAtlantic Homes of Texas, Inc., related to the construction of Town infrastructure associated with the Bradford Parks residential development; and authorization for the Mayor to execute all documents required for the same on behalf of the Town. Deputy Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: B. WEBB, MCDANIEL, BRYANT, J. WEBB, FOREST****NAYS: NONE****Q. BOARDS/COMMISSIONS (Bold text represents boards with vacancies)**

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

There was Council discussion regarding transportation commission member appointments.

For the Transportation Commission, Deputy Mayor Pro Tem Bryant moved to appoint Ed Horne to Place 8, Alternate, effective immediately, and with a term expiration date of September 30, 2018. Mayor Pro Tem McDaniel seconded the motion.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2017**VOTE ON MOTION:***Motion passed***AYES: FOREST, J. WEBB, BRYANT, MCDANIEL, B. WEBB****NAYS: NONE****R. CLOSED MEETING**

The Town Council did not convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, and 551.072, to discuss matters relating to personnel, economic development negotiations, real property; however, remained in open session with the following discussion and action:

- 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.

Mr. Meredith provided clarification relative to the vacancy of the Planning and Zoning position previously held by Mr. Forest.

There was Council discussion regarding planning and zoning commission member appointments.

Councilmember Bryan Webb moved to appoint David Johnson to Place 4 on the Planning and Zoning Commission. Mayor Pro Tem McDaniel seconded the motion

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

Councilmember Bryan Webb moved to Al Picardi, Place 9 on the Planning and Zoning Commission. Councilmember Forest seconded the motion.

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

- b. 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.

- 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.

No action taken.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2017

S. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 10:41 p.m. on May 15, 2017.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: June 5, 2017

FROM: Lynda B. Bolitho, Director of Human Resources

ITEM: 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 Flower Mound All City Management Services (ACMS) Crossing Guards.

BACKGROUND INFORMATION: The Town provides discounted rates for use of the CAC to seasonal employees. Recently, the Town transitioned the duties of crossing guards to ACMS. In order to maintain the discounted membership rates, an amendment to the Town's fee schedule is required.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
N/A	N/A

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

LEGAL REVIEW: Alicia Kreh of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

DRAFT MOTION: Move to approve an ordinance amending Appendix A "Fee Schedule" to establish the fee for the usage of the Town Community Activity Center (CAC) by Flower Mound All City Management Services (ACMS) Crossing Guards.

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE,” OF THE CODE OF ORDINANCES TO ESTABLISH THE FEE FOR THE USAGE OF THE TOWN COMMUNITY ACTIVITY CENTER BY FLOWER MOUND ALL CITY MANAGEMENT SERVICES CROSSING GUARDS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 Council of the Town of Flower Mound has previously adopted a Fee Schedule for the use of the Town’s Community Activity Center; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town of Flower Mound to permit Flower Mound All City Management Services (ACMS) crossing guards who are primarily assigned to the Town of Flower Mound to use the Community Activity Center at a discounted rate; and

WHEREAS, the Town Council wishes to amend the Fee Schedule to reflect a fee of \$10 per month for Flower Mound ACMS crossing guards; \$24.17 per month for Flower Mound ACMS crossing guards and one child; \$30.83 per month for Flower Mound ACMS crossing guards and spouse; and \$30.83 for Flower Mound ACMS crossing guards and two or more family members.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS:

SECTION 1

That Appendix A of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending the schedule of fees corresponding to Section 54-2(c) “Flower Mound Community Activity Center: Usage Fees” by adding a fee for an Annual Pass for Flower Mound ACMS crossing guards to read as follows:

“Membership Rates— Pass Type	Resident Rates	Resident Business Rates	Nonresident Rates
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* * *

Monthly Pass—			
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Flower Mound ACMS Crossing Guard	\$ 10	\$ 10	\$ 10
Monthly Pass— Flower Mound ACMS Crossing Guard and 1 Child	\$ 24.17	\$ 24.17	\$ 24.17
Monthly Pass— Flower Mound ACMS Crossing Guard and Spouse	\$ 30.83	\$ 30.83	\$ 30.83
Monthly Pass— Flower Mound ACMS Crossing Guard and 2 or more Family Members	\$ 30.83	\$ 30.83	\$ 30.83

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 3

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 4

This Ordinance shall be in full force and effect from and after the date of 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 ____ DAY OF JUNE, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: June 5, 2017

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one 24-Passenger Bus with 2 wheelchair lifts and seating for Seniors In Motion (SIM) Program within the Community Services Department from National Bus Sales & Leasing, Inc., through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$94,691.11.

BACKGROUND INFORMATION: There is currently one 25-passenger bus utilized by the Recreation and Leisure Services Division for the Seniors In Motion (SIM) Program. The bus has been well utilized over the years, transporting SIM Program members back and forth on various types of trips. The bus is occasionally utilized for other Town purposes, such as shuttling residents during festivals, shuttling various board and committee members to tour the Town, SIM Program Christmas Parade float, and transporting different Town personnel for training. In addition, the SIM Program continues to grow and many of the members are interested in participating in field trip activities, however, the space is limited.

This new bus is needed due to the two wheelchair spaces, wheel chair lift, and additional seating for up to 24 people. With the growth of the program this particular bus will help meet the current and future demands for many years to come.

The Town of Flower Mound and HGAC entered into an interlocal agreement, effective March 7, 1990, which allows our local government to purchase certain goods or services through HGAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$94,691.11

Proposed Expenditure:	Account Number(s):
\$94,691.11	100-630-34300-6130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. HGACBuy Contract Pricing Worksheet (Quote)

DRAFT MOTION: Move to approve the purchase of one 24-Passenger Bus for Seniors In Motion from National Bus Sales & Leasing, Inc., through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$94,691.11.


CONTRACT PRICING WORKSHEET
 For MOTOR VEHICLES Only

Contract No:

BT01-17

Date
Prepared:

3/22/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Town of Flower Mound, TX	Contractor:	NATIONAL BUS SALES
Contact Person:	Deats Stewart	Prepared By:	Brent Roy
Phone:	972-874-6101	Phone:	682-808-9830
Fax:		Fax:	
Email:	deats.stewart@flower-mound.com	Email:	broy@creativebussales.com
Product Code:	AAGC	Description:	Allstar XL 550-234 - 24 Passenger w/2 Wheelchair

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 70,652.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Qty	Code	Description	Cost	Total
1	CB05-003	Altro Flooring		\$ 351.56
1	CB06-022	A/C system upgrade - 100,000 BTU		\$ 8,859.38
1	CB06-34	65K BTU heater upgrade		\$ 351.56
1	CB01-003	Driver's running board		\$ 351.56
1	CB07-002	Electric passenger entrance door		\$ 457.03
1	CB09-01	Double W/C lift doors, w/windows, interior light, leaf spring, LED Exterior lighting		\$ 1,300.78
1	CB09-14	Braun Century Wheelchair Lift		\$ 5,027.34
1	CB14-003	Overhead Parcel Racks		\$ 773.44
1	CB17-011	Driver's seat fabric upgrade - level 5		\$ 140.63
2	CB09-029	Q-Straint QRT Max Wheelchair Tie Downs		\$ 1,335.94
			Subtotal From Additional Sheet(s):	\$ 3,571.89
			Subtotal B:	\$ 22,521.11

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Qty	Code	Description	Cost	Total
1		Class A receiver hitch		\$ 550.00
1		12 volt power ports at each row		\$ 986.00
1		AM/FM/CD/USB/Bluetooth radio		\$ 585.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Subtotal From Additional Sheet(s):	
			Subtotal C:	\$ 2,121.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 95,294.11	Subtotal D:	\$ 95,291.11
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$ 600.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Qty	Code	Description	Cost	Total
1		Applicable rebates and concessions		\$ (1,200.00)
				\$ -
			Subtotal F:	\$ (1,200.00)

Delivery Date:

G. Total Purchase Price (D+E+F): \$ 94,691.11

FORD F550 XL CHASSIS WITH 19,500LB. GVWR
6.8L V10 GASOLINE ENGINE
40 GALLON GASOLINE TANK
5 SPEED AUTOMATIC TRANSMISSION
TILT STEERING WHEEL

MOR-RYDE COMFORT RIDE REAR SUSPENSION
ALTRO META W/YELLOW STEP NOSING

- FLOOR COLOR: STORM

TA733 SUPER 13 87,000 BTU A/C WITH ROOF MOUNTED CONDENSOR
HOT WATER HEATER, 65K BTU
DELUXE AM/FM/CD/BLUETOOTH/NAV UNIT WITH 4 SPEAKERS AND PA SYSTEM
DRIVER'S RUNNING BOARD
PASSENGER DOOR-ELECTRIC
DOUBLE WHEELCHAIR DOORS
BRAUN CENTURY WHEELCHAIR LIFT 34" X 54" PLATFORM
INTERMOTIVE FAST IDLE WITH INTERLOCK
Q'STRAIT 8200L MAX RETRACT WHEELCHAIR TIE DOWN (2)
PRIORITY SEATING SIGN
WHEELCHAIR DECAL
BACK UP ALARM
CEILING GRAB RAIL (EACH) (2)
1 1/4" GRAB RAIL PARALLEL TO ENTRANCE
STANCHION AND MODESTY PANEL
DRIVER SEAT HIGH BACK, RECLINER, ARMREST
DRIVER SEAT COVER-LEVEL 5 FABRIC
MID HIGH DOUBLE SEAT (8)
MID HIGH DOUBLE FLIP SEAT (2)
SEAT COVER-LEVEL 1 NEWPORT VINYL (20)
- OXEN GRAY #672
ANTI VANDAL GRAB HANDLE BLACK EACH (8)
PASSENGER LAP BELTS (20)
OVERHEAD PARCEL RACKS
CLASS A RECEIVER HITCH
12 VOLT POWER PORTS AT EACH ROW
FORD GOVERNMENT PRICE CONCESSION
FORD MOBILITY DISCOUNT

PRICE FOB FLOWER MOUND, TX

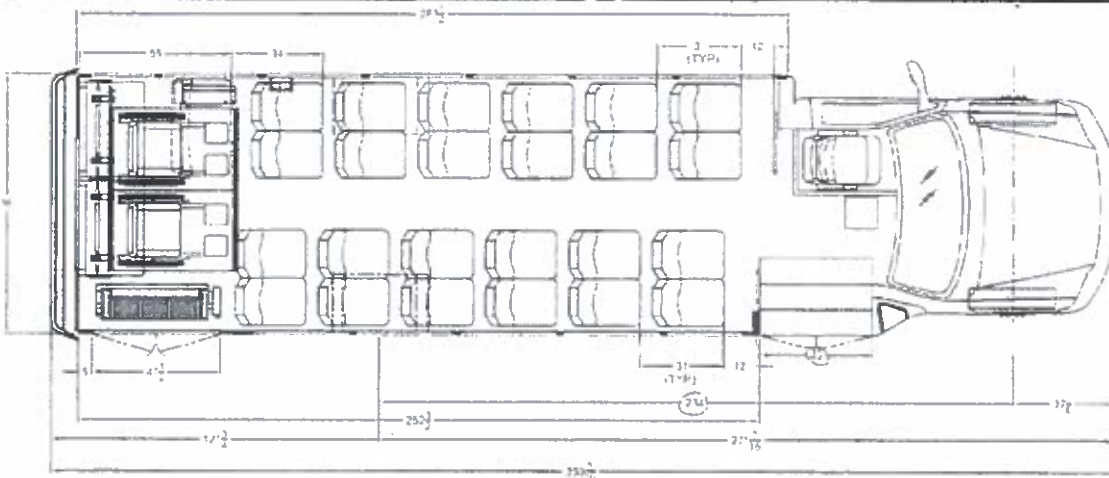
*Price does not include tax, license, or DMV fees.

*Price good for 30 days.



Creative Bus Sales

03/22/2017



2016 STARCRAFT ALLSTAR XL 32' TRANSIT BUS

- 30 SEATED PASSENGERS OR
- 28 + 1 WHEELCHAIR OR
- 24 + 2 WHEELCHAIRS



TOWN COUNCIL AGENDA ITEM NO. 4

REGULAR ITEM

DATE: June 5, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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. 52-16 and amended by Ordinance No. 70-16, 02-17 and 10-17 for adjustments to the General Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the fourth proposed adjustment of the FY 2016-2017 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment increases revenues and expenditures by \$14,692 in the General Fund for the additional cost of a Seniors in Motion (SIM) bus that was approved in the FY 2016-2017 budget. SIM Auxiliary donated the resources to fund the amount over the \$80,000 approved in the FY 2016-2017 adopted budget.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$14,692	100-4720 Contributions/Memorials
\$14,692	
Proposed Expenditure:	Account Number(s):
\$14,692	100-630-34300-6130 Community Services
\$14,692	

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

LEGAL REVIEW: Alicia Kreh, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed ordinance as to form and legality.

ATTACHMENTS:

1. Proposed Ordinance

RECOMMENDATION: Move to approve 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. 52-16 and amended by Ordinance No. 70-16, 02-17 and 10-17 for adjustments to the General Fund.

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AS ADOPTED BY ORDINANCE NO. 52-16 AND AMENDED BY ORDINANCE NO. 70-16, 02-17 and 10-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 52-16 on September 19, 2016; and,

WHEREAS, said Annual Budget was amended by Ordinance No. 70-16 on December 19, 2016 and by Ordinance No. 02-17 on February 20, 2017 and by Ordinance No. 10-17 on April 3, 2017; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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 factual and legislative determinations of the Town of Flower Mound and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, as heretofore adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17 and 10-17, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

PAGE 2

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

It is hereby declared to be the intention of the Town Council of the Town of Flower Mound 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 should 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, or sections of this Ordinance, since the same would have been enacted by the Town Council of the Town of Flower Mound, Texas, without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

ORDINANCE NO. _____

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 5th DAY OF JUNE,
2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

PAGE 4

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2016-2017**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, revenues will increase by \$14,692 from \$57,539,290 to 57,553,982 and expenditures will increase by \$14,692, from \$60,631,134 to \$60,645,826. Funds will be used to cover the additional cost of a bus in the Seniors in Motion division of Community Services.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$47,244,926	\$47,244,926	\$47,244,926	\$ -
Charges for services	2,960,352	2,960,352	2,960,352	-
Licenses and permits	2,268,855	2,268,855	2,268,855	-
Fines and forfeits	901,772	901,772	901,772	-
Investment earnings	60,000	60,000	60,000	-
Intergovernmental Revenue	641,450	641,450	641,450	-
Other revenue	3,461,935	3,461,935	3,476,627	14,692
Total	\$57,539,290	\$57,539,290	\$57,553,982	\$ 14,692
Expenditures:				
Town Manager's Office	\$ 1,296,014	\$ 1,693,914	\$ 1,693,914	\$ -
Legislative Services	453,170	453,170	453,170	-
Development Services	2,255,052	2,255,052	2,255,052	-
Community Services	9,292,408	9,482,363	9,497,055	14,692
Police Services	12,783,200	12,886,915	12,886,915	-
Financial Services	3,489,625	3,497,725	3,497,725	-
Administrative Services	5,404,559	5,779,059	5,779,059	-
Fire and Emergency Services	12,870,161	13,465,714	13,465,714	-
Community Relations	824,374	824,374	824,374	-
Non-Departmental Services	4,079,257	4,079,257	4,079,257	-
Public Works	4,719,115	4,719,115	4,719,115	-
Environmental Services	1,494,476	1,494,476	1,494,476	-
Total	\$58,961,411	\$60,631,134	\$60,645,826	\$ 14,692



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: June 5, 2017

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract.

BACKGROUND INFORMATION: To provide effective life-saving services, the Fire and Emergency Services Department needs an adequate, reliable source of emergency medical supplies. Bound Tree Medical, LLC provides medical supplies and pharmaceuticals to the Town through the City of Cedar Hill Contract No. ITB-19-0-2013/GCP. Medical supplies to stock the Department's medics and paramedic engines include basic and advanced life support items, oxygen, pediatric equipment, cardiac monitor parts, vascular access supplies, pharmaceuticals and other EMS-related medical supplies. These supplies are necessary to ensure a comprehensive response to medical emergencies.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$80,000.00

Proposed Expenditure:	Account Number(s):
\$80,000.00	100-660-61000-2090

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Cedar Hill Contract No. ITB-19-0-2013/GCP

DRAFT MOTION: Move to approve the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract.



CITY OF CEDAR HILL

EMS / MEDICAL SUPPLIES

BID: ITB-19-0-2013/GCP

DUE – FEBRUARY 8, 2013 2:00PM



Making Precious Minutes Count...™

RUSH Order Policy

BOUND TREE MEDICAL SHIPS ORDERS WITHIN 48 HOURS OF RECEIPT. ORDERS REQUIRING EXPEDITED SHIPMENT WILL BE SHIPPED AS SOON AS POSSIBLE FOLLOWING THE REQUEST AT THE EXPENSE OF THE CUSTOMER UNLESS BOUND TREE MEDICAL HAS COMMITTED AN ERROR WHICH REQUIRES EXPEDITED SHIPMENT.



Making Precious Minutes Count...™

WARRANTY STATEMENT

THE MANUFACTURER'S REPRESENTATIONS AND WARRANTIES ACCOMPANYING THE PRODUCT ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES YOU WILL RECEIVE. BOUND TREE MEDICAL MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

INVITATION TO BID & BID SPECIFICATIONS

1. It is the intention of these specifications that the successful vendor shall furnish the City of Cedar Hill, Texas, with medical supplies covered by this Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Cedar Hill (lead City) has an interlocal agreement with other cities including Duncanville, De Soto and Lancaster for the purchase of medical supplies. Additionally, approximately ten additional entities have expressed interest in participating in the said agreement. It is estimated that cities will expend approximately \$600,000 (annually) on medical supplies and approximately \$200,000 (annually) on pharmaceutical supplies. The City reserves the right to order such supplies that are necessary as may be required during the contract term.

1A) All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Cedar Hill is desirous of the following. Please specify if your firm can provide the following:

	Yes	No
(1) Ability to order from a template over the internet?	<u>x</u>	___
(2) Local sales representation within 100 miles?	<u>x</u>	___
(3) Ability to requisition to a central purchaser via internet?	<u>x</u>	___
(4) Ability to track product usage and cost for each requisitioning entity?	<u>x</u>	___
(5) Ability to deliver within 48 hours with no additional charges?	<u>x</u>	___
(6) Ability to ship to multiple delivery destinations?	<u>x</u>	___
(7) Ability to track up to 24 months of purchase history (monthly)?	<u>x</u>	___
(8) Can additional cities purchase "off" this contract?	<u>x</u>	___
(9) Ability to produce quarterly consumption reports?	<u>x</u>	___
(10) Please include your RUSH Order policy in your bid.	See Attach	

INVITATION TO BID & BID SPECIFICATIONS

2. The contract with the successful bidder will be awarded on the basis of a firm fixed price. The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Cedar Hill.

3. The contract awarded to the successful bidder shall be for a period of one (1) year beginning on or about March 1, 2013 and ending February 28, 2014, to include 3 additional one-year renewal options. The City of Cedar Hill reserves the right to renew this contract for the three (3) additional one-year periods under the same terms, conditions and prices (excluding the 2 percent allowance), should the City so desire and the current vendor agree.

4. Prices quoted shall remain firm for the period covered by this contract for 1 year. At the end of the one year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter, addressed to Greg Pervis, 285 Uptown Boulevard, Cedar Hill Texas, 75104, to address increases in excess of 2% and include the product/Excel number, please refer to Subsection A below.

A) 75 days, in advance, of contract termination, a bona-fide manufacturer's documents directed to the City of Cedar Hill Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices. Increase for the extension shall be limited to the actual cost increase to the current vendor.

5. Product acceptability will be at the sole discretion of the City of Cedar Hill. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE."

6. Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

7. The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., F.O.B. Destination; City of Cedar Hill has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of item(s) delivered

INVITATION TO BID & BID SPECIFICATIONS

CONDITIONS OF BIDDING

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extensions, the unit price will govern.
3. Freight And Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Cedar Hill assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the City and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: Net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Firm Price: All prices quoted shall remain firm for the contract term.
8. Federal or State Taxes: The City is exempt from taxes by Federal Excise Registration #A-312726 and State Sales Permit # 75-6000-480.

INVITATION TO BID & BID SPECIFICATIONS

9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specifications identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City. At the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The City of Cedar Hill has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reasons for delay and written consent from the City), the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, it being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided an extension of time is obtained from the Purchasing Department.
11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Cedar Hill Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specifications. Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

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14. Alternates: Must clearly state "ALTERNATE" and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Cedar Hill.

15. Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation.

16. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.

17. Changes or Additions: No changes or additions will be allowed after bid opening. Changes or additions submitted prior to bid opening must be in accordance with paragraph 11 above.

18. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

19. Trade Secrets, Confidential Information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Cedar Hill will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

INVITATION TO BID & BID SPECIFICATIONS

20. HUBS: The City of Cedar Hill hereby notifies all bidders that in regard to any contract entered into pursuant to this Invitation to Bid; Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black- Americans, Hispanic Americans, Native Americans, and women.

21. Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Dallas County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

22. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources required, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

23. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.

24. Changes in specification or interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changes made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

25. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void.

26. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required documents, at the time of bid opening, may be cause to reject the entire bid.

INVITATION TO BID & BID SPECIFICATIONS

27. The City of Cedar Hill, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2252.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

1.) Is your principle place of business in the State of Texas Yes ☐ No ☒

2.) If the answer to question (1) is "yes", no further information is necessary; if "no", please indicate:

a.) In which state is your principal place of business located? Ohio

b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? Yes ☐ No ☒

c.) If yes, what is that dollar increment or percentage? N/A

*The State Purchasing and General Services Commission defines Principal Place of Business as follows:

28. Principal Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity:

29. Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

30. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

31. Preference will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

32. Split Award: The City of Cedar Hill reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

INVITATION TO BID & BID SPECIFICATIONS

33. No Prohibited Interest: Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service where such financial interest is prohibited by state law.

34. Cooperative Purchasing: The City of Cedar Hill actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.

35. Inter-local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Cedar Hill. The City of Cedar Hill is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Cedar Hill has executed Inter-local Agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The City of Cedar Hill shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

36. Insurance: The successful bidder shall agree to indemnify, save, hold harmless and defend the City, its officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the successful bidder, its agents, servants, employees or other persons acting on the bidder's behalf and arising from or related to medical supplies provided by the bidder to the City.

The successful bidder shall also obtain and keep in force, at its sole cost and expense, throughout the term of the agreement with the City, and in a form and with a company satisfactory to the City, the following policies of insurance:

- A. Commercial General Liability insurance, including coverage for products liability, with combined single limits of not less than \$1,000,000.00;
- B. Contractual Liability insurance underwriting the indemnification, hold harmless and insurance provisions of the agreement with the City with combined single limits of not less than \$1,000,000.00;

INVITATION TO BID & BID SPECIFICATIONS

The successful bidder shall also have the City named as an additional insured on the Commercial General Liability policy, and such insurance shall contain provisions to the effect that the naming of the City as an additional insured shall not affect any recovery to which the City would be entitled under the policy if it were not so named and that the insurance is primary and shall be without contribution from any similar insurance available to the City.

Certificates of insurance verifying each of the above conditions and providing for thirty (30) days' prior written notice of cancellation or reduced coverage shall be submitted to the City within thirty (30) days of the execution of the award of the contract.

37. Bid Security/Bond Requirements: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, if required, shall be considered non-responsive, and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

38. Termination for Default: The City of Cedar Hill reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- (1) Meet delivery schedules;
 - (2) Perform in accordance with these specifications and/or;
 - (3) Transfers, assigns or conveys any or all of its obligations or duties to another.
- Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchase elsewhere.

THE CITY OF CEDAR HILL RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOCUMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCTS/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS OF THE INVITATION FOR BID.

INVITATION TO BID & BID SPECIFICATIONS

**THE FOLLOWING INFORMATION MUST BE FILLED OUT IN ITS ENTIRETY FOR
YOUR BID TO BE CONSIDERED:**

1) Company Name:

Bound Tree Medical, LLC

2) Address of Principal Place of Business:

5000 Tuttle Crossing Blvd. Dublin, Ohio 43016

3) Phone/Fax of Principle Place of Business:

800-533-0523 ext. 5370 / 877-311-2437

4) Address/Phone/Fax Number of Majority
Owner Principal Place of Business:

Bems Holdings, LLC 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016

5) E-mail Address of Representative:

Valia.Way@Boundtree.com

6) Authorized Representative:


Signature

Mark Dougherty - chief Financial Officer

Printed Name

2/06/2013

Date

INVITATION TO BID & BID SPECIFICATIONS

7) Vendor shall "fill in" all 125 required supplies, as well as, 542 items on the pharmaceuticals list. If a vendor is unable to obtain a particular item, please denote that item with a "N/A."

8) Please provide a pricing for quantities of:

- Box,
- Case.

8A) Please specify your definition of "box" (10, 15, 20) etc. in the "Vendor's Comment Section."

8B) Please specify your definition of "Case" (10, 15, 20) etc. in the "Vendor's Comment Section."

9) A Pre-Bid Conference will be held at the Cedar Hill Fire Station #1, 1212 Beltline, Cedar Hill, Texas 75106 (Training Room @ 9:00 AM). This will allow vendors the opportunity to ask questions and obtain clarity.

#	DAY	DATE	ACTIVITY	COMMENTS
1	Tuesday	January 1, 2013	Master List is FINALIZED	
2	Friday	January 25, 2013	Bid is Advertised (Week #1)	
3	Tuesday	January 29, 2013	Pre-Bid Meeting (Optional)	Station #1 (9:00 AM)
4	Friday	February 1, 2013	Bid is Advertised (Week #2)	
5	Friday	February 8, 2013	Bids are Due	2:00 (Central)
6	Week	February 11-15, 2013	Evaluation Process	1 Week
7	Monday	February 18, 2013	Fire's Formal Recommendation	
8	Tuesday	February 26, 2013	City Council Agenda	

	MEDICATION	EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	CITY'S COMMENTS
1	LACTATED RINGERS 1000CC [Boxlet] 14 CASE	1.20			141.20	14.00	Per Clarify Issues Doc 1/30/2013 / BTM # 602324X	Brand Specific
2	NORMAL SALINE 0.9% 1000cc [Boxlet] 14 Case	0.97			140.97	14.00	BTM# 601324X	Brand Specific
3	NORMAL SALINE 0.9% 500cc [Boxlet] 24 Case	0.90			21.60	24.00	BTM# 601323	Brand Specific
4	NORMAL SALINE 0.9% 250cc [Boxlet]	0.850			30.60	36.00	BTM# 601322	Brand Specific
5	ACETAMINOPHEN SUSPENSION 32MG/ML	0.680	48.00	100.00			BTM# 381015	
6	ACTIDOSE - Acetidose Aqua Suspension 50gm/240ml	24.87			298.44	12.00	BTM# 901102	
7	ADENOSINE - 12 mg/ml 4 ml (Adenocard) prefilled	28.00	280.00	10.00			BTM# 0301-76	
8	ADENOSINE - 6 mg/ml 2 ml (Adenocard) prefilled	19.70	197.00	10.00			BTM# 0301-72	
9	ADENOSINE 12MG/4ML VIAL	10.05	100.50	10.00			BTM# 301-04	
10	ADENOSINE 6mg/2 ml vial	6.15					BTM# 25021-301-02	
11	ALBUTEROL - 2.5 mg in 3 ml solution	0.15	3.87	25.00			BTM# 9501-25	
12	AMIODORONE 150mg vial	1.71					BTM# 0616-03	
13	AMIODORONE HCL 150mg/3ml (3ml PFS Luer-Jet Syringe)	N/A					Item no longer manufactured	[if able to bid]
14	AMINOPHYLLINE 500MG/20ML Vial	2.05					BTM# 5922-01	
15	AMINOPHYLLINE 250/10ML Vial	1.50					BTM# 5921-01	
16	Artemet (Dolasetron) 20mg/ml 625ml 12.5mg SDV	21.32					BTM# 1208-06	
17	ASPIRIN - 81 mg Tabs CHEWABLE	0.75					BTM# 911316	
18	ATIVAN (LORAZEPAM) - 2 mg/1ml (VIAL)	1.15	11.50	10.00			BTM# 371100	
19	ATIVAN (LORAZEPAM) - 2mg/1ml	3.33	33.28	10.00			BTM# 371102	CARPUJECT
20	ATIVAN (LORAZEPAM) - 4mg/1ml VIAL	2.11	21.05	10.00			BTM# 376779	
21	ATIVAN (LORAZEPAM) - 4mg/1ml	2.99	29.90	10.00			BTM# 1539-31	CARPUJECT
22	ATROPINE - 1 mg/10 ml pre-filled	8.88					BTM# 374911	LIFESHIELD SYRINGE
23	ATROPINE - 1 mg/10 ml pre-filled	4.23					BTM# AB1630-10	ANSYR PFS
24	ATROPINE - 1 mg/10 ml pre-filled	2.66	26.60	10.00			BTM# 371006	LUERJET
25	ATROVENT - .5mg/2.5 ml 0.02%	0.18	4.42	25.00			BTM# 9801-25	
26	BENADRYL 50MG Luer locking Carpuject	1.550					BTM# 374402	CARPUJECT
27	BENADRYL - 50 mg vial	0.900	22.50	25.00			BTM# 0376-25	
28	CALCIUM CHLORIDE 1gm 10ml	3.99					BTM# 371631	LIFESHIELD SYRINGE
29	CALCIUM CHLORIDE 1gm/10ml	2.98					BTM# 373304	IMS
30	CALCIUM CHLORIDE 1gm/10ml vial	2.98					BTM# 372710	
31	CALCIUM GLUCONATE 10% 10ML	3.20					BTM# 373311	
32	CAPTOPRIL 25mg/SL Tab Blister	0.12	12.03	100.00			BTM# 0864-20	
33	DIAZEPAM 10 MG (valium) 5mg/ml (2ml Pre-filled Carpuject Luer)	9.40	94.00	10.00			BTM# 371104	CARPUJECT
34	D-50 DEXTROSE 50ml	5.58					BTM# 377515	ANSYR SYRINGE
35	D50-DEXTROSE 50% 25gm pre-filled	10.20					BTM# 0074490701	LIFESHIELD SYRINGE

	MEDICATION	EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	CITY'S COMMENTS
36	D50-DEXTROSE 50% 25gm pre-filled	3.75					BTM# 373301	LUERJET
37	D25-DEXTROSE 25% (pedi)	5.85					BTM# 371775	
38	DEXTROSE 5% IN Water 100cc bag	1.29	5.15	4.00	32.19	25.00	BTM# 353089	
39	DILTIAZEM 25mg/5ml	1.25	12.50	10.00			BTM# 1171-01EA	
40	DOPAMINE - 400mg/250 cc bag	10.03			180.54	18.00	BTM# 118-280842EA	
41	DOPAMINE 800mg/500 cc bag	15.13			181.56	12.00	BTM# 118-280843EA	
42	DOPAMINE - 400mg/10cc vial	0.86					BTM# 379104	
43	DOBUTAMINE 250mg/250 cc bag				68.45	12.00	BTM# 2345-32	
44	DUONEB	0.36	10.80	30.00			BTM# 0201-01	0.5mg / 0.3mg. 3ml Vial
45	EPINEPHRINE 1:1,000 - 30 ml Vial	3.90					BTM# 3001-05	
46	EPINEPHRINE 1:1,000 ampule	1.16					BTM# 0641142035	
47	EPI (Racemic) 1.12mg/.5cc	1.57					BTM# 375901	
48	EPINEPHRINE 1/10000	2.550					BTM# 374921	LIFESHIELD SYRINGE
49	EPINEPHRINE 1/10000	2.300					BTM# 373316	LUERJET
50	EPI Pen (2 pack)	126.00	252.00	2.00			BTM# 375002	ADULT
51	EPI PEN	126.00	252.00	2.00			BTM# 375012	PEDI
52	ENALAPRIL 1.25MG vial	4.00					BTM# 370010	
53	ETOMIDATE 40MG/20cc (Amidate)	9.24					BTM# 6695-02	
54	FENTANYL 100mcg 100mcg/2cc 25/box Vial	0.98	24.50	25.00			BTM# 379094	
55	FENTANYL 100mcg Carpuject 10/box	1.65	16.47	10.00			BTM# 371276	
56	GEODON 20mg (10 to a box)	19.95	199.46	10.00			BTM# 3920-83	
57	GLUCAGON Diagnostic Kit 1mg/1ml (2050)	132.00					BTM# 372050	
58	GLUCAGON: 1mg LILY Red Box	152.53					BTM# 000002145001	
59	GLUCOSE INSTANT 1.5gm lubex (3pkg)	1.93	5.50	3.00	66.00	36.00	BTM# 0030-37	Orange or Vanilla
60	GLUCOSE-INSTANT 1.5gm packets (3pkg)	1.83	5.50	3.00	66.00	36.00	BTM# 0030-51	
61	HALDOL - 5 mg/Vial	2.55					BTM# 373474	
62	HYDROMORPHONE 2mg/1ml	1.11	27.64	25.00			BTM# 0121-25	Specify vial or cpt
63	HYDROXOCOBALAMIN 5gms/250cc	785.00					BTM# 0370-01	CYNO KIT
64	KETAMINE 200mg vial	N/A					N/A	
65	KETAMINE 500mg/5ml vial		101.57	10.00			BTM# 2051-05	
66	LABELALOL 20mg Carpuject	3.64					BTM# 372339	
67	LABELALOL 100mg/vial	1.92					BTM# 2267-20	
68	LASIX 40mg/4ml Vial	0.73					BTM# 6102-04	
69	LASIX - 100 mg pre-filled	9.95					BTM# 379631	ANSYR SYRINGE
70	LASIX - 40 mg/4 ml pre-filled	6.800					BTM# 0186063501	ANSYR SYRINGE

	MEDICATION	EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	CITY'S COMMENTS
71	LEVOPHED - 1 mg/1 ml 4 mg	9.000					BTM# 372067	
72	Lidocaine 1% 200mg/20cc vial	0.78	19.50	25.00			BTM# 4276-01S	For digital blocks
73	LIDOCAINE 2% 100mg 5ml 1026c	2.65					BTM# 0074490301	ANSYR SYRINGE
74	LIDOCAINE 2% 100mg 5ml 1026A	2.98					BTM# 374904	LIFESHIELD SYRINGE
75	Lidocaine 2%	2.45	24.50	10.00			BTM# 373390	IMS SYRINGE
76	LIDOCAINE 4% - 1 gm/250 ml D5W pre-mixed bag (each)	8.38			201.12	24.00	BTM# 9594-20	
77	LIDOCAINE 4% - 2 gm/500 ml D5W pre-mixed bag (each)	4.20			100.80	24.00	BTM# 5876	
78	MAGNESIUM SULFATE 1gram / 2 ml pre-filled syringe	N/A					N/A	
79	MAGNESIUM SULFATE 1gm/2ml SDV 0064-02	1.05	26.25	25.00	105.00	100.00	BTM# 0064-02	
80	MAGNESIUM SULFATE 5gm/10ml xdv	1.31	32.75	25.00	131.00	100.00	BTM# 0064-10EA	
81	MAGNESIUM SULFATE 1gm/2ml	1.05	26.25	25.00	105.00	100.00	BTM# 0064-02	
82	MAGNESIUM SULFATE 5gm/10ml	N/A					N/A	ANSYR SYRINGE
83	METOPROLOL 5mg/5ml	3.90	39.00	10.00			BTM# 303-05	
84	MORPHINE SULFATE - 10 mg/1ml 25 per box vial	1.07	26.75	25.00			BTM# 6070-25	
85	MORPHINE SULFATE - 10 mg/1ml Carpujel (10/box)	1.99	19.89	10.00			BTM# 1893-01	
86	NARCAN- 1mg/1ml 2ml	14.94					BTM# 373369	LUERJET
87	NARCAN 4mg/10ml vial	58.10					BTM# 371219	
88	NITRO SPRAY - Nitroglycerin spray	190.00			2280.00	12.00	BTM# 00300-65	60 COUNT DOSE
89	NITRO SPRAY - Nitroglycerin spray	155.00					BTM# 0410-04	90 COUNT DOSE
90	NITRO SPRAY - Nitroglycerin spray	299.54			3594.48	12.00	BTM# 0300-20	200 COUNT DOSE
91	NITRO SPRAY - Nitroglycerin spray	290.95					BTM# 0410-08	230 COUNT DOSE
92	NITRO TABS 0.4%	10.520					BTM# 0418-13	25 TO A BOTTLE
93	Nitro premix 25mg/250cc	7.110			85.32	12.00	BTM# 118-1A0692EA	
94	PHENERGAN- 25mg/1ml amps	1.40	35.00	25.00			BTM# 3157-83	
95	PHENERGAN 25mg/vial	1.38	34.50	25.00			BTM# 0928-25	
96	PROPARACAINE 0.5% 15ml	6.20					BTM# 370016	
97	PULMICORT (0.5mg) 2ml ampule	13.04	391.07	50.00			BTM# 417543	
98	REGLAN (10mg/2ml) vial	0.82					BTM# 3414-01	
99	ROCURON UM (100mg/10ml) vial	9.00	90.00	10.00			BTM# 0228-10	
100	SALINE BULLETS 0.9% 3ml	0.11	11.00	100.00	110.00	1000.00	BTM# NSS5251	
101	SALINE IRR - 0.9% saline 250cc	1.30			31.20	24.00	BTM# 607122	
102	SIHAVASTATIN 80 mg	27.31					BTM# 0268-30	
103	SODIUM BICARB-7.5% 50 ML 44.6 meq pre-filled -	9.52					BTM# 371634	
104	SODIUM BICARB-8.4% 50 ML 50 meq	2.98	29.80	10.00			BTM# 371035	
105	SODIUM BICARB-8.4% 10 ML 10 meq	10.15					BTM# C074490000	Pedi Lifeshe'd

	MEDICATION	EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	CITY'S COMMENTS
106	SODIUM BICARB-4.2% 10 mL 5 meq (infant) pre-filled -	5.16					BTM# 007453401	
107	SODIUM CHLORIDE INJECTIBLE - 0.9% 30 ml vial	0.69	17.25	25.00			BTM# 607045	
108	SODIUM CHLORIDE 0.9% 10cc Flush	0.40	40.00	100.00	480.00	1200.00	BTM# 1921-13576	Prefilled
109	TERBUTALINE 1mg	1.60	16.00	10.00			BTM# 9746-10EA	
110	SOLU-MEDROL 125mg/2ml	5.93	148.25	25.00			BTM# 0347-22	Specify if generic
111	STERILE WATER Irrigation 100ml 25/cs				24.85	25.00	BTM# 04-AL4100	
112	STERILE WATER (IRRIGATION) 250ml	1.10			26.40	24.00	BTM# 607112	
113	Sterile Water Irrigation 500ml	0.97			17.46	18.00	BTM# 607113	
114	SUCCINYLCHOLINE (ANECTINE) 200mg/10ml	2.450					BTM# 375204	
115	TERBUTALINE 1mg/ml	1.600	16.00	10.00			BTM# 9746-10EA	
116	TETRACANE 0.5% ophthalmic solution 81M 15ml bottle	8.50					BTM# 372121	
117	THIAMINE 200 mg MDV	11.50					BTM# 371651	
118	VASOPRESSIN 20units/1ml MDV	2.30					BTM# 373020	
119	VECURONIUM 10mg/10ml vial W/O Diluent	5.35	53.50	10.00			BTM# 0657-10	
120	VERSED (MIDAZOLAM) 10mg/2ml	1.01	10.10	10.00			BTM# 371113	
121	VERSED (MIDAZOLAM) 5mg/1ml	1.79	17.93	10.00			BTM# 371109	
122	XOPENEX (Levalbuterol) 1.25mg 3ml	5.17	124.00	24.00			BTM# 668993-0023-27	
123	XYLOCAINE/LIDOCAINE JELLY - 2% 100 mg/5 ml Tube Type	5.50					BTM# 370711	
124	ZOFTRAN (Ondansetron) 4MG 4mg/2cc Vial	1.47	14.70	10.00	147.00	100.00	BTM# 1120-12	
125	ZOFTRAN (Ondansetron) 4mg/pill ODI unit dose	0.32	9.60	30.00			BTM# 5265-64	ODT

	MEDICAL SUPPLIES	EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
1	ADC #6038K	21.91					BIM# 170600	
2	ADC Aneroid Sphygmomanometer (Adult) Size 11	44.00			219.10	10.00	BIM# 540003	#703
3	ADC BP handle	32.27			880.00	20.00	BIM# 540104	#804
4	ADC BP Cuff/Sphygmomanometer	10.03			200.60	20.00	BIM# 170775	775-11A
5	Alcohol Preps	0.007	1.35	200.03	27.00	4000.00	BIM# 276-8528X	generic
6	Alcohol Preps	0.007	1.48	200.00	29.60	4000.00	BIM# 1330-05750	Kendall
7	Aluminum Oxygen Bottles-D size	42.98					BIM# D4150	
8	Aluminum Oxygen Bottles-E size	51.54					BIM# D4152	
9	Ambu 1.5" Center Snap Electrodes	0.94	5.64	6.00	56.40	60.00	BIM# 2741-01019	100kg
10	Ambu 1.5" Center Snap Electrodes	5.17	258.50	50.00			BIM# 2741-05019	50 pkg
11	Ambu EID TubeCheck Bulb type	1.93			38.60	20.00	BIM# 065-000172002EA	
12	Ambu Permil Ace C-Collar	4.39			131.70	30.00	BIM# 260281	Adult
13	Ambu Permil Ace C-Collar	4.39			131.70	30.00	BIM# 260280	Pedi
14	Ambu Permil ACE C-collar & head wedge CID combo (30cs)	9.17			275.00	30.00	BIM# 000281152	2 Straps
15	Ambu Spur (child) BVM	9.80			117.60	12.00	BIM# 530-213	Spur - II
16	Ambu Spur (infant) BVM	8.54			117.60	12.00	BIM# 065-540212000EA	Spur - II Ambu Part #540212000
17	Ambu Spur (adult) BVM	13.89			102.48	12.00	BIM# 530-211	Spur - II
18	Ambu Spur (combo Infant/child)	40.00			166.68	12.00	BIM# 2442-21502	Ambu Part # 5302150008 (in box)
19	Ambu-type Rescue Pump	0.21	2.10	10.00			BIM# 590276	
20	Anomax INCH (Inhalant) nitrous ammoniac	0.91	181.71	200.00			BIM# 7546	10 to a box
21	Antimicrobial diagrams for stethoscopes (Adult)	1.45			72.50	50.00	BIM# 171056	Safety Seal
22	Backboard Biohazard Bags	92.08					BIM# 296589	Without Pins
23	Backboard Ion Duck Base Board (yellow)	104.56					BIM# 35850Y	With Pins
24	Backboard Ion Duck Base Board (yellow)	92.08					BIM# 78188L	Without pins
25	Backboard Ion Duck Base Board (blue)	104.56					BIM# 78198L	With pins
26	Backboard Ion Duck Base Board (blue)	81.35					BIM# 267160	Without pins
27	Backboard LSP HDx Plastic (blue)	96.27					BIM# 267161	With Pins
28	Backboard LSP HDx Plastic (blue)	81.35					BIM# 268150	With pins
29	Backboard XTRA	96.27					BIM# 265014	Without pins
30	Backboard Straps Nylon 2 piece 5" w/loop ends and push button buckle (orange)	2.10			75.60	36.00	BIM# 80124	
31	Backboard Straps 3 pks (disposable)	2.23	6.68	3.00			BIM# 533-MS-S1696-3	Orange
32	Backboard Straps single 5/11 two piece Plastic buckle	2.24					BIM# 533-MS-S1694	Red
33	Bandage Rap Self Adherent Fully Stretched (Blue)	1.75			63.00	36.00	BIM# F925602	Gaban 2" x 5 yards
34	Bandage Rap Self Adherent Fully Stretched (Tan)	0.63			22.68	36.00	BIM# 276-80251EA	Generic 2"x5 yards
35	Bandage Shears - 7.25 with plastic handle	0.74					BIM# 41158K	
36	Bandage Roll	0.60			60.00	100.00	BIM# 080645	4.5" x 147 Stretched Sterile
37	Band-Aids (childrens)	0.13	2.63	20.00			BIM# 12618	
38	Band-Aids (100 TO A BOX)	0.02	1.50	100.00	36.00	2400.00	BIM# 083602	1 inch-Sheer
39	Band-Aids (100 TO A BOX)	0.03	1.58	50.00	37.92	1200.00	BIM# M233772	1 inch-Plastic
40	Band-Aids (100 TO A BOX)	0.02	2.03	100.00	48.00	2400.00	BIM# F165200	1 inch-Flexible Cloth
41	BD Syringes-Blunt-Cannula-1cc						Per Clarity Issues Doc 1/30/2013	
42	BD Syringes Blunt Cannula 3cc	0.33	33.00	100.00	264.00	800.00	BIM# 353346	
43	BD Syringes Blunt Cannula 5cc	0.39	39.00	100.00	156.00	400.00	BIM# G4108	
44	BD Syringes Blunt Cannula 10cc	0.41	41.00	100.00	164.00	400.00	BIM# 623404	
45	Beck Airway Airflow Monitor (BAAM)	6.10			610.00	100.00	BIM# 021410	
46	Bed Pan (plastic disposable)	0.87			43.50	50.00	BIM# 721-H100-05EA	1200 CC with lids
47	Bemis System II Suction Canister Replacements (blue)	2.71			108.40	40.00	BIM# 591325	1200 CC with lids
48	Bemis System II Suction Canister Replacements (green)	3.25			156.00	48.00	BIM# 598041	Swabstick
49	Benzoin liniment	0.19	9.44	50.00	94.40	500.00	BIM# 541231	
50	Betadine Swabs / Pads	0.04	3.52	100.00	35.20	1000.00	BIM# 609153	
51	Biohazard Disposal Bags	0.08			40.00	500.00	BIM# 290116	7-10 gallon F116
52	Biohazard Sharps Container (1qt stackable with clear lid)	0.11			27.50	250.00	BIM# R2024	16 gallon
53	Biohazard Sharps Container (3.3qt 9.5x6 x 5.25)	1.88			188.00	100.00	BIM# 298900	8900-SA
54	Biohazard Sharps Container (1 gallon 9x7x6)	3.66			87.84	24.00	BIM# 295488	305488
55	Biohazard Sharps Container 2 gallon (11x9x6)	7.50			300.00	40.00	BIM# R1008	61000-40
56	Biohazard Sharps container 3qt in room	9.19			270.56	24.00	BIM# R1009	62000-024
57	Biohazard Sharps Container 3gallon red (15.25x13.5x6)	4.32			86.40	20.00	BIM# 2985075A	Sage #85075A
58	Biohazard Sharps Container (with hook)	9.18	16.20	12.00	91.80	10.00	BIM# F012602	Beckon-Dickson #305436
59	Bio Hoop Hazardous Waste Bags (SP-00-S)	1.35	152.50	125.00	648.00	480.00	BIM# 440101	Bio Hoop (Hartwell Medical)
60	Blue Sensor EKG Electrodes	1.22			305.00	250.00	BIM# 230008	4pk

MEDICAL SUPPLIES		EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
62	Blue Sensor EKG Electrodes (SP-10-S)	2.41	241.00	100.00	482.00	200.00	BTM# 230005	10 pkg
63	Blue Sensor EKG Electrodes (SP-50-S)	10.74	214.80	20.00	429.60	40.00	BTM# 230500	50pkg
64	Board Splint-padded	2.04			306.00	150.00	BTM# 660012	15"
65	Board Splint-padded	3.48					BTM# 660016	21"
66	Board Splint-padded	3.64			273.00	75.00	BTM# 660013	36"
67	Board Splint-padded	5.15			257.50	50.00	BTM# 660014	54"
68	Baogle style Tracheal tube introducer	5.37	53.70	10.00	0.00		BTM# 9-01212-70	
69	Bougie (packel)	N/A					BTM# NoBid	
70	BVM - Adult	9.15			109.80	12.00	BTM# 1840044	Generic
71	BVM - Child	9.15			109.80	12.00	BTM# 1840034	Generic
72	BVM - Infant	9.15			109.80	12.00	BTM# 485-845031	Generic
73	Can Case for SitNeck Extinction Collars	24.75			0.00		BTM# 260207	Royal Blue
74	Carpuject Injector	0.02			0.00		BTM# D250	Ultrasound
75	Cas Medical Safe Cuff Disposable blood pressure cuffs to be used with LP-	7.04			35.20	5.00	BTM# US1320ML-05	
76	Cas Medical Safe Cuff Disposable blood pressure cuffs to be used with LP-	8.32			41.60	5.00	BTM# US1826ML-05	Ultrasound
77	Cas Medical Safe Cuff Disposable blood pressure cuffs to be used with LP-12	10.94			54.80	5.00	BTM# US3242ML-05	Ultrasound
78	Cavicide Disinfectant spray	8.25			99.00	12.00	BTM# 290024	24oz bottle
79	Chlorhexidine Preps	0.15	15.09	100.00	150.84	1000.00	BTM# 810800	Chlorascrub 810800
80	Child O2 Mask-NRB	1.00			50.00	50.00	BTM# 411011	Parital
81	Child O2 Mask-NRB	0.71			35.50	50.00	BTM# 87-2202EA	Total
82	Cold Packs 6x9	0.27			6.48	24.00	BTM# F03520	
83	Color-Coded Airways (blue)-50mm	0.14	7.00	50.00			BTM# 76-121850EA	Teleflex Medical
84	Color-Coded Airways (black)-60mm	0.14	7.00	50.00			BTM# 021002	Teleflex Medical
85	Color-Coded Airways (white)-70mm	0.14	7.00	50.00			BTM# D4244	Teleflex Medical
86	Color-Coded Airways (green)-80mm	0.14	7.00	50.00			BTM# 021003	Teleflex Medical
87	Color-Coded Airways (yellow)-90mm	0.14	7.00	50.00			BTM# 021004	Teleflex Medical
88	Color-Coded Airways (red)-100mm	0.14	7.00	50.00			BTM# 021005	Teleflex Medical
89	Combi-Carrier Backboard Split Litter	N/A					BTM# NoBid	without Speed Clips
90	Combi-Carrier Backboard Split Litter	63.63					BTM# 3245-20016	With Speed Clips
91	Combine Abdominal Pads 5x9 25/frag	0.10	2.55	25.00	40.80	400.00	BTM# 085590	
92	CAT Tourniquet (Black)	29.20					BTM# 1890-13022	Combal-Application-Tourniquet
93	ConMed Huggable Pedi ECG Electrodes	0.15	4.56	30.00	91.20	600.00	BTM# 231620	
94	ConMed Veni-Gard IV securing device	0.38	37.90	100.00	189.50	500.00	BTM# 354431	Brand Specific (4431)
95	Convence Bag - vomit/urine	1.02			244.80	240.00	BTM# J2250	
96	Cook Critical Meltzer Emergency Circulatory Catheter Set (special operations) Size 14fr 50mm	149.90					BTM# 62106	
97	Cook Critical Retrograde Intubation Set	115.15					BTM# 62104	
98	Cook Pneumothorax Kit	99.36					BTM# 62101	
99	Cot Sheets -Heavy Duty filled disposable	1.16			58.18	50.00	BTM# 3271-61202	8.5 French C-IPIS
100	Cot Sheets -Heavy Duty non-filled disposable	0.66			32.93	50.00	BTM# 3271-61002	
101	COT SHEET POLY-PRO FILTED 50/CS 367025 (30 X 72)	0.77			38.64	50.00	Per Clarity Issues Doc 1/30/2013	
102	Cuffed Resuscitator Mask Disposable	1.90			38.00	20.00	BTM# 530252	Neonate
103	Cuffed Resuscitator Mask Disposable	1.90			38.00	20.00	BTM# D5442	Infant
104	Cuffed Resuscitator Mask Disposable	1.90			38.00	20.00	BTM# D6444	Child
105	Cuffed Resuscitator Mask Disposable	1.90			38.00	20.00	BTM# D6446	Adult
106	Democel Iape J&J hypo-allergenic 1"	0.68	8.13	12.00	97.56	72.00	BTM# D6459	Large Adult
107	Democel Iape J&J hypo-allergenic 2"	1.36	8.13	6.00	97.56	48.00	BTM# 080110	Dukal 110-Silk
108	Democel Iape hypo-allergenic 3"	2.03	8.13	4.00	97.56	48.00	BTM# 080210	Dukal 210 Silk
109	Discide Ultra Disinfecting Towellettes 160 6x6 75 Towellettes/consister	0.06	9.12	160.00	109.44	1920.00	BTM# 080310	Dukal - 310 Silk
110	Disposable Blankets	0.62			31.02	50.00	BTM# 200060	
111	Disposable Blankets	3.97			71.46	18.00	BTM# 11929	Paper 54x80
112	Disposable Scalpel #11	0.47	4.70	10.00	47.00	100.00	BTM# 118043	Poly Foam 54x80
113	Disposable Polyester Blanket 60x80	4.10			32.80	8.00	BTM# 400012	Adult
114	Easy Cap CO2 Detector	9.29			222.96	24.00	BTM# 18116	Pedi
115	Easy Cap CO2 Detector	9.43			226.32	24.00	BTM# 530025	CPAPes Generator Circuit
116	Emergent CPAP Circuit	32.92			329.20	10.00	BTM# 531900	
117	Emergent CPAP Control Unit	999.99			383.00	50.00	BTM# 531501	Adult Small
118	Emergent CPAP Mask (small)	7.66			324.50	50.00	BTM# 1900-222	Adult Medium
119	Emergent CPAP Mask (adult)	6.49					BTM# 1900-333	

MEDICAL SUPPLIES				EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
120	Emergent CPAP Mask (large)			9.89			494.50	50.00	BIM# 1900-444	Adult Large
121	Emesis Basin -10 plastic			0.10			25.00	250.00	BIM# 721-H300-05EA	
122	Envirocide			5.73			68.76	12.00	BIM# 200008	8oz bottle
123	Envirocide 24 Oz			9.26			111.12	12.00	Per Clarity Issues Doc 1/30/2013	
124	Evac-U-Splint (small)			64.83					BIM# 560101	Hartwell Medical
125	Evac-U-Splint (medium)			83.50					BIM# 560102	Hartwell Medical
126	Evac-U-Splint (large)			113.08					BIM# 560103	Hartwell Medical
127	Evac-U-Splint (extremity)			213.30					BIM# ES9000RC	Hartwell Medical
128	Evac-U-Splint (medium-disposable)								Per Clarity Issues Doc 1/30/2013	Hartwell Medical
129	Evac-U-Splint (large-disposable)								Per Clarity Issues Doc 1/30/2013	Hartwell Medical
130	Evac-U-Splint (extremity-kit-disposable)								Per Clarity Issues Doc 1/30/2013	Hartwell Medical
131	F.A.S.T. I Sternal I/O System			134.57			281.60	10.00	BIM# 622270	
132	Fast Splint kils and Singles			9.66			192.30	10.00	BIM# 3011-20916	Splint
133	Fast Splint kils and Singles			128.79			157.00	10.00	BIM# ES9000RCPL	Kil with pump
134	Fast Splint kils and Singles			33.91					BIM# 3113-12016	Pump Solo
135	Fast Splint kils and Singles (Large)			28.16					BIM# 560803	Splint
136	Fast Splint kils and Singles (Medium)			19.23					BIM# 560902	Splint
137	Fast Splint kils and Singles (Small)			15.70					BIM# 560801	Splint
138	Foil Baby Bunting			3.11					BIM# 444006	
139	Forceps--5 1/2 curved Kelly			0.91					BIM# 400004	
140	French Style Suction Catheter 8fr			0.17			8.50	50.00	BIM# 533-MS-SC03EA	8 French
141	French Style Suction Catheter 12fr			0.17			8.50	50.00	BIM# 533-MS-SC12EA	16 French
142	French Style Suction Catheter 16fr			0.17			8.50	50.00	BIM# 533-MS-SC18EA	18 French
143	Gauze 3x3 sterile			0.06	2.83	50.00	67.92	1200.00	BIM# J2542	Dukal
144	Gauze 4x4 non-sterile			0.01	2.45	200.00	53.00	4000.00	BIM# 276-85098G	
145	Gauze 4x4 non-sterile			0.02	3.21	200.00	64.20	4000.00	BIM# 094084	Dukal
146	Gauze 4x4 sterile			0.07	1.74	25.00	41.76	600.00	BIM# 276-85031Y	
147	Gauze 4x4 sterile			0.09	2.20	25.00	52.80	600.00	BIM# J2544	Dukal
148	Glucometer - Precision								BIM# 179937	Extra
149	Glucometer - Precision Test Strips Box of 50			0.47	23.40	50.00	280.80	600.00	BIM# E251	Test Strips
150	Glucometer-Contour			0.01					BIM# 2761-95563	Boyer
151	Glucometer-Contour Test Strips			0.40	20.00	50.00	480.00	1200.00	BIM# 2763-09950	Boyer
152	Glucometer-Free Style Test Strips-Box of 100			0.41	41.47	100.00	248.82	600.00	BIM# 2763-80116	Test Strips
153	Graham Medical 170-500 Professional Towels			0.04			20.00	500.00	BIM# 44200357	3 ply 13x18
154	Guedel Airway			0.45	4.50	10.00			BIM# 792-1-1504-50EA	50mm
155	Guedel Airway			0.45	4.50	10.00			BIM# 792-1-1504-60EA	60mm
156	Guedel Airway			0.45	4.50	10.00			BIM# 792-1-1504-70EA	70mm
157	Guedel Airway			0.45	4.50	10.00			BIM# 792-1-1504-80EA	80mm
158	Guedel Airway			0.49	4.90	10.00			BIM# 792-1-1504-90EA	90mm
159	Guedel Airway			0.49	4.90	10.00			BIM# 792-1-1504-99EA	100mm
160	HeadBed II CID			4.00			400.00	100.00	BIM# 260709	
161	Head Immobilizer-Slay Blocks			4.15			124.50	30.00	BIM# 260975	
162	Healin Protective Gowns			0.37	3.66	10.00	18.30	50.00	BIM# 276-3018G	Protective Gowns
163	Heal Packs 6"x9"			0.30			7.14	24.00	BIM# 9501001	
164	Huber Needles			3.43			68.64	20.00	BIM# 519-471720	20ga x 1 1/2 inch
165	Huber Needles			2.50			50.00	20.00	Per Clarity Issues Doc 1/30/2013	20ga x 1 1/2 inch Winged
166	Hudson Emergency Urethra Oral Airway			28.94					BIM# 020009	
167	Hudson Oral Airways Catheter Guide			1.30	13.00	10.00			BIM# 020000	#0
168	Hudson Oral Airways Catheter Guide			1.00	12.00	12.00	48.00	48.00	BIM# 020001	#1
169	Hudson Oral Airways Catheter Guide			1.00	12.00	12.00	48.00	48.00	BIM# 020002	#2
170	Hudson Oral Airways Catheter Guide			1.00	12.00	12.00	48.00	48.00	BIM# 020003	#3
171	Hudson Oral Airways Catheter Guide			1.00	12.00	12.00	48.00	48.00	BIM# 020004	#4
172	Hudson Oral Airways Catheter Guide			1.00	12.00	12.00	48.00	48.00	BIM# 020005	#5
173	Hydrogen Peroxide 3% 16oz bottle			0.88			10.56	12.00	BIM# 25711	
174	Hypodermic Needles 18ga x 1.5"			0.02	2.42	100.00	24.20	1000.00	BIM# 1641-12018	
175	Hypodermic Needles 21ga x 1.5"			0.02	2.42	100.00	24.20	1000.00	BIM# 1641-52721	
176	Infant NRB 02 Mask			1.24			62.00	50.00	BIM# 412640	Partial

MEDICAL SUPPLIES					EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
177	Infant O2 Mask - Simple-Partial				3.97					BIM# 41395498	Hudson or Rusch #2N3327
178	Interlink System "I" connector Boxer				3.57	178.50	50.00	714.00	200.00	BIM# 353327	
179	Interlink System "I" connector Boxer				1.52	152.00	100.00			BIM# SG471949	or Similar
180	Iron Duck Ultra Breathaver				289.94					BIM# 69401888	Ultra Blue
181	IV Boards - pedi				0.70			35.00	50.00	BIM# 56-1005EA	3" x 17.5 (Disposable)
182	I-Gel Intubation				14.64			366.00	25.00	BIM# 2114-08203	3
183	I-Gel Intubation				14.64			366.00	25.00	BIM# 2114-08204	4
184	I-Gel Intubation				14.64			366.00	25.00	BIM# 2114-08205	5
185	IV Catheters Iremco 14ga				0.75	37.50	50.00	150.00	200.00	BIM# 6014511	2 inch (#14.5)
186	IV Drip set 10gts with 10 inch extension				4.12			206.00	50.00	BIM# 1712-00402	
187	IV Drip Set				1.53			76.50	50.00	BIM# 35108306	Amsino Needleless IV 60 gll
188	IV Drip Set				1.71			85.50	50.00	BIM# 35408306	Amsino Needleless IV 60 gll
189	IV Drip Set (see comments)				5.64			270.72	48.00	BIM# 352230	Select 3 .3ml needles
190	IV Extension Set 10in 24hr w/removable bravo24 clamp rotating luer				1.37			68.50	50.00	BIM# 39900-297	ComMed
191	IV Flow Control Set 12in				4.09			245.40	60.00	BIM# 350212	LATEX FREE
192	IV Start Kits - Includes fountique, alcohol prep, iodine prep, ventiguard				1.00			100.00	100.00	BIM# 1840-25310	
193	J&J Eye Pads (oval eye pads)				0.09	4.30	50.00	51.60	600.00	BIM# F165626	
194	Jamaiditi Intracoeleous needles - 15 G size				9.57			95.70	10.00	BIM# 621515	NOI Shewood
195	KED-Kendrick extrication device				56.25					BIM# 533-MS-ED2253	
196	Kendall Combilube-Rollup Kit				43.05			180.24	4.00	BIM# 0218441	41 F
197	Kendall Combilube-Rollup Kit				43.05			180.24	4.00	BIM# 0218437	37 F
198	Kendall Monoject 18 1 1/2 ga needle				0.06	5.92	100.00	59.20	1000.00	BIM# 6218112	
199	Kendall Monoject 21 1 1/2 ga needle				0.06	5.92	100.00	59.20	1000.00	BIM# 6221112	
200	Kerix Sterile 4.5in x 4.1 yards				1.24			124.00	100.00	BIM# 150031	Dukaif
201	Kis925-Pedi-Aerosol-602-Delivery									Per Clarity Issues Doc 1/30/2013	
202	King-Airway-									Per Clarity Issues Doc 1/30/2013	Pedi-Kit
203	King Airway				29.40			147.00	5.00	BIM# 477-KLID2125EA	Pedi-tube Only
204	King Airway LI-D				29.20			146.00	5.00	BIM# 477-KLID213EA	Size 3 Kit
205	King-Airway-LI-D									Per Clarity Issues Doc 1/30/2013	Size 3-tube-Only
206	King Airway LI-D				29.20			146.00	5.00	BIM# 477-KLID214EA	Size 4 Kit
207	King-Airway-LI-D									Per Clarity Issues Doc 1/30/2013	Size 4-tube-Only
208	King Airway LI-D				29.20			146.00	5.00	BIM# 477-KLID215EA	Size 5 Kit
209	King-Airway-LI-D									Per Clarity Issues Doc 1/30/2013	Size 5-tube-Only
210	King Airway LIS-D				31.20					BIM# 477-KLISD413EA	Yellow Size 3 Tube Only
211	King Airway LIS-D				31.20					BIM# 477-KLISD414EA	Red Size 4 Tube Only
212	King Airway LIS-D				31.20					BIM# 477-KLISD415EA	Purple Size 5 Tube Only
213	King 4"x4.1yds roll (Dukaif)				0.57			57.00	100.00	BIM# 080545	Non-sterile
214	KY Jelly or Surgilube 3 gm packages				0.05	7.20	144.00	86.40	1728.00	BIM# 14903	
215	Laerdal Disposable Pocket Mask				5.34			53.40	10.00	BIM# R5014	
216	Lancets 21g (Haemolance)				0.18	17.88	100.00			BIM# 2764-12107	C Cell type
217	Laryngoscope Handle-Standard Handle				7.64					BIM# 7896	AA cell type
218	Laryngoscope Handle-Standard Handle				7.64					BIM# 7897	108mm x 23mm
219	LP-12/15 ERG Paper				1.72	8.62	5.00	172.40	100.00	BIM# 492-1239PK	LSP-1099-005 (Adult)
220	LSP-Cuffed-Mask-for-Nitroxen									Per Clarity Issues Doc 1/30/2013	
221	LSP-Cuffed-Mask-for-Nitroxen									Per Clarity Issues Doc 1/30/2013	LSP-1099-002 (Pediatric)
222	Lubricating Jelly				0.06	8.12	144.00	97.44	1728.00	BIM# 440128	
223	MAD (Mucosal Atomization Device)				3.54			354.00	100.00	BIM# 400125	
224	MAD (Mucosal Atomization Device) with syringe				4.04			404.00	100.00	BIM# 400124	
225	Magill Forceps				3.66					BIM# 0129	Adult
226	Magill Forceps				2.75					BIM# 0128	Child
227	Mechanical Advantage Tourniquet				27.63	2763.00	100.00			BIM# 150051	(MAI)
228	Mechanism Aspirator				4.33	173.20	40.00			BIM# 590101	
229	MDI EMS Immobilize-Vac Spinal System				240.32					BIM# 5670001	Complete Kit
230	Medline Yankauer Suction tip with tubing				1.05			21.00	20.00	BIM# 533-MS-YK20EA	With Tubing
231	Medline Yankauer Suction tip without tubing				0.47			21.00	50.00	BIM# 533-MS-YK10EA	Without Tubing
232	Medline/Emergency linen Quality fitted disposable col sheets				0.77			35.64	50.00	BIM# 80035	Standard Weight

MEDICAL SUPPLIES				EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
	Medronic or similar 100mm paper for								Per Clarity Issues Doc 1/30/2013	LP-12
233	Mega Mover	16.67					166.70	10.00	BIM# 111500	1500 40"x80"
234	Mellrex Cavicide Disinfectant spray	8.25					99.00	12.00	BIM# 290024	24oz bottle
235	Mellrex Vionex No-Rinse Hand Sanitizer	3.72					89.28	24.00	BIM# 200014	
236	Micro Flex Neopra ER Gloves-Extended Cuff	0.18	9.03	50.00			90.30	500.00	BIM# 290141	Medium
237	Micro Flex Neopra ER Gloves-Extended Cuff	0.18	9.03	50.00			90.30	500.00	BIM# 290142	Large
238	Micro Flex Neopra ER Gloves-Extended Cuff	0.18	9.03	50.00			90.30	500.00	BIM# 290143	Extra Large
239	Micro Flex Safe Grip Exam Gloves	0.21	10.63	50.00			106.30	500.00	BIM# 290375	Small
240	Micro Flex Safe Grip Exam Gloves	0.21	10.63	50.00			106.30	500.00	BIM# 290376	Medium
241	Micro Flex Safe Grip Exam Gloves	0.21	10.63	50.00			106.30	500.00	BIM# 290377	Large
242	Micro Flex Safe Grip Exam Gloves	0.21	10.63	50.00			106.30	500.00	BIM# 290378	Extra Large
243	Micro Flex Ultra 1 exam gloves	0.21	10.40	50.00			104.00	500.00	BIM# 2903 5	Small
244	Micro Flex Ultra 1 exam gloves	0.21	10.40	50.00			104.00	500.00	BIM# 2903 6	Medium
245	Micro Flex Ultra 1 exam gloves	0.21	10.40	50.00			104.00	500.00	BIM# 2903 7	Large
246	Micro Flex Ultra 1 exam gloves	0.21	10.40	50.00			104.00	500.00	BIM# 290318	X-Large
247	Micro Flex UltraSense EC Gloves	0.10	9.75	100.00			97.50	1000.00	BIM# 1015-88001	Small
248	Micro Flex UltraSense EC Gloves	0.10	9.75	100.00			97.50	1000.00	BIM# 1015-88002	Medium
249	Micro Flex UltraSense EC Gloves	0.10	9.75	100.00			97.50	1000.00	BIM# 1015-88003	Large
250	Micro Flex UltraSense EC Gloves	0.10	9.75	100.00			97.50	1000.00	BIM# 1015-88004	X-Large
251	Micro Flex UltraSense EC Gloves	0.10	9.75	100.00			97.50	1000.00	BIM# 1015-88005	XX-Large
252	Micro Flex UltraSense EC Gloves	N/A	9.75	100.00			97.50	1000.00	BIM# No Bid	3X Large
253	Micro Flex UltraSense EC Gloves	4.04					404.00	100.00	BIM# 400124	MADD
254	Mucosal Atomization Device with 3ml syringe	0.76					38.00	50.00	BIM# 536-NON21459EA	10" X 30"
255	Multi-Trauma Dressing									
256	N100 Mask Respirator	4.72	23.58	5.00			141.48	30.00	BIM# 578-2730N 008X	Medium
257	N100 Mask Respirator	4.72	23.58	5.00			141.48	30.00	BIM# 578-2730N 008X	Large
258	N95 Particulate Masks	0.83	16.40	20.00			132.80	160.00	BIM# 578-1517BX	Medium
259	N95 Particulate Masks	0.57	20.12	35.00			120.72	210.00	BIM# 299174	Small
260	N95 Particulate Masks	0.57	20.12	35.00			120.72	210.00	BIM# 299170	Large
261	N95 Particulate Masks	1.29							BIM# 3554	Extra Large
262	N95 Particulate Masks	0.73	14.52	20.00			290.40	400.00	BIM# 2351-57095	One Size Fits All
263	N95 Particulate Mask with eye protection	0.52	18.20	35.00			109.20	210.00	BIM# 8618	
264	Nail Polish Remover	0.04	3.75	100.00			37.50	1000.00	BIM# 607120	
265	Nasal Cannula 02	0.27					13.50	50.00	BIM# 14645	Generic 5-7/16 o2 tubing
266	Nasal Cannula 02 Mask-Hudson #1104	0.32					16.00	50.00	BIM# D6132	Hudson
267	Nebulizer Adult Mask	0.55					27.50	50.00	BIM# A91121	Hudson
268	Nebulizer with Child/Pedi Mask	0.84					42.00	50.00	BIM# 301-202EA	Generic
269	Nebulizer Pediatric Mask with spoke puppy mask	0.85					42.50	50.00	BIM# 301-203EA	Generic
270	Nebulizer Tee (CPAP)	1.39					69.50	50.00	BIM# 410312	WESTMED
271	Nebulizer Tee (CPAP)	0.38					19.00	50.00	BIM# 36-1639EA	
272	Nellcor Durasensor DS-100A	130.04							BIM# D5219	
273	Nellcor EC-4 Sensor Extension Cable	44.22							BIM# D5224	
274	Nellcor N-25 Pulse-Ox Probes	19.54					468.96	24.00	BIM# 172250	Disposable
275	Nellcor Ox sensor II D-20 Disposable Pedi Pulse Oximeter Probe	13.98					335.52	24.00	BIM# D5214	
276	Nellcor Ox sensor II D-25	14.58					349.92	24.00	BIM# 172500	
277	Nellcor OXI-AIN Adult/Neonatal Sensor	118.94							BIM# D5215	
278	Nellcor OXI-P1 Pediatric/Infant Sensor	121.92							BIM# D5216	
279	Newborn Insulating Material (Foil type)	3.11							BIM# 444006	
280	Nitrile Gloves Defender (100 box)	0.09	9.11	100.00			91.10	1000.00	BIM# 291010	Small (10 inch)
281	Nitrile Gloves Defender (100 box)	0.09	9.11	100.00			91.10	1000.00	BIM# 290102	Medium (10 inch)
282	Nitrile Gloves Defender (100 box)	0.09	9.11	100.00			91.10	1000.00	BIM# 290103	Large (10 inch)
283	Nitrile Gloves Defender (100 box)	0.09	9.11	100.00			91.10	1000.00	BIM# 290104	X-Large (10 inch)
284	Nitrile Gloves Defender (100 box)	0.10	9.11	90.00			90.00	900.00	BIM# 290105	2X-Large (10 inch)
285	Nitrile Gloves Defender (50 box)	0.15	7.57	50.00			75.70	500.00	BIM# 291201	Small (12 inch)
286	Nitrile Gloves Defender (50 box)	0.15	7.57	50.00			75.70	500.00	BIM# 291202	Medium (12 inch)
287	Nitrile Gloves Defender (50 box)	0.15	7.57	50.00			75.70	500.00	BIM# 291203	Large (12 inch)
288	Nitrile Gloves Defender (50 box)	0.15	7.57	50.00			75.70	500.00	BIM# 291204	X-Large (12 inch)
289	Nitrile Safe Skin Purple Nitrile Extra Gloves	0.16	8.13	50.00			81.30	500.00	BIM# 295061	Small (12 inch)
290	Nitrile Safe Skin Purple Nitrile Extra Gloves	0.16	8.13	50.00			81.30	500.00	BIM# 295062	Medium (12 inch)
291	Nitrile Safe Skin Purple Nitrile Extra Gloves	0.16	8.13	50.00			81.30	500.00	BIM# 295063	Large (12 inch)
292	Nitrile Safe Skin Purple Nitrile Extra Gloves	0.16	8.13	50.00			81.30	500.00	BIM# 295064	X-Large
293	NRB 02 Mask (Partial)	0.71					35.50	50.00	BIM# 87-2101FA	Generic Adult
294	NRB 02 Mask (Partial)	0.71					35.50	50.00	BIM# 87-2202FA	Generic-Pedi

MEDICAL SUPPLIES				EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
295	NRB 02 Mask (Total)			0.78			39.00	50.00	BIM# 533-ALS-25040EA	Generic-Adult
296	NRB 02 Mask (Total)			1.12			56.00	50.00	BIM# 533-MG-25038EA	Generic-Pedi
297	NRB 02 Mask - Hudson #1060 (Adult)			1.25			62.50	50.00	BIM# D6144	Hudson
298	GB-Kit-Soft Peek-Sterile-GB-Kit-with-Schleiers								Per Clarify Issues Doc	
299	GB-Kit-Soft Sealed Standard			4.85					1/30/2013	
300	Occlusive Dressing 3"x9" Vaseline gauze			0.59	29.50	50.00	118.00	200.00	BIM# 540-1721EA	
301	Oral Airways Rusch Berman			0.14	7.00	50.00			BIM# 15006AK1	40mm
302	Oral Airways Rusch Berman			0.14	7.00	50.00			BIM# 76-121850EA	50mm
303	Oral Airways Rusch Berman			0.14	7.00	50.00			BIM# 021002	60mm
304	Oral Airways Rusch Berman			0.14	7.00	50.00			BIM# D4244	70mm
305	Oral Airways Rusch Berman			0.14	7.00	50.00			BIM# 021003	80mm
306	Oral Airways Rusch Berman			0.14	7.00	50.00			BIM# 021004	90mm
307	Oral Airways Rusch Berman			0.14	7.00	50.00			BIM# 021005	100mm
308	PAWS Antimicrobial Wipes			0.04	7.00	50.00			BIM# 021006	110mm
309	Pedi Traction Splint -Hare/Feimo Trac			139.29	4.15	100.00	41.50	1000.00	BIM# 2034400	
310	PEEP-disposable valves			3.25			65.00	20.00	BIM# 566512	
311	Pelican Case-1500			248.85					BIM# 87-VP703EA	With Inserts/ALS Drug Inserts
312	Pelican Case-1550			289.64					Combination of part	
313	Pelican Case-1500			181.10					BIM# 4815041 & BIM# 683040	
314	Pelican 1500			122.00					BIM# 690503	With Inserts/ALS Drug Inserts
315	Penlight			0.60					BIM# 6815541	With Solum Dividers Only
316	Peroxide 16oz bottle			0.88			180.00	300.00	BIM# 683040	Ud Insert for Hard Drug Case
317	Philips Paper Mix paper			3.86	38.60	10.00	10.56	12.00	BIM# K4036	Disposable
318	Philips Mix Pads-Adult			19.81	198.10	10.00	308.80	80.00	BIM# 25711	16 Ounce bottle
319	Philips Mix Pads-Pedi			21.65	108.25	5.00			BIM# 989803138181	
320	Philips A&D pads								BIM# 2742-ALM3713A	
321	Flow Cases			0.27					BIM# M3717A	
322	Pillows			2.16			26.71	100.00	Per Clarify Issues Doc	
323	Pillows McKlure Pool			2.43			25.92	12.00	1/30/2013	
324	PMX-MX Pro Black Oxygen Regulator			58.44					BIM# 351-48766	Disposable
325	PMX-MX Pro Black Oxygen Regulator			63.64					BIM# 206-089-7010EA	Disposable (16 X 23 minimum)
326	Prep Razors			0.34					BIM# 206-089-7015EA	16 X 23
327	Pressure Infuser Bag			14.13	17.00	50.00	85.00	250.00	BIM# D2302	Without DISS
328	Protective IV Cath 14ga			1.61	80.50	50.00			BIM# D2300	With DISS
329	Protective IV Cath 16ga			1.61	80.50	50.00	141.25	10.00	BIM# 540047	Gallon
330	Protective IV Cath 18ga			1.61	80.50	50.00	322.00	200.00	BIM# 477-P10008AG1	Info-Surg Disposable Pressure Infuser
331	Protective IV Cath 20ga			1.61	80.50	50.00	322.00	200.00	BIM# 353048	
332	Protective IV Cath 22ga			1.61	80.50	50.00	322.00	200.00	BIM# 353042	
333	Protective IV Cath 24ga			1.61	80.50	50.00	322.00	200.00	BIM# 353055	
334	Protective Plus IV Cath 14ga			1.69	84.50	50.00	322.00	200.00	BIM# 353056	
335	Protective Plus IV Cath 16ga			1.69	84.50	50.00	322.00	200.00	BIM# 353053	
336	Protective Plus IV Cath 18ga			1.69	84.50	50.00	338.00	200.00	BIM# 353068	
337	Protective Plus IV Cath 20ga			1.69	84.50	50.00	338.00	200.00	BIM# 353062	
338	Protective Plus IV Cath 22ga			1.69	84.50	50.00	338.00	200.00	BIM# 353065	
339	Protective Plus IV Cath 24ga			1.69	84.50	50.00	338.00	200.00	BIM# 353066	
340	Professional Iowels 1 case			0.04			20.00	500.00	BIM# 353063	
341	Pro-Splint Kit MedSpec			161.64					BIM# 44700357	Graham Medical 3 Ply
342	Quick Trach System			128.57					BIM# 5800-50	Extremely Kil/with collar
343	Quick Trach System			728.57					BIM# 020040	Adult
344	Rescue pump refills/cartridges			7.31			73.10	10.00	BIM# 020041	Child
345	Ring Cutter and Replacement Blades			5.51					BIM# 590277	Ambu
346	Ring Cutter and Replacement Blades			1.34	5.36	4.00			BIM# 400010	Ring Cutter
347	Roehampton Burn Sheets 66"x99" Sterile			5.49			131.76	24.00	BIM# 400011	Replacement Blade for Ring Cutter
348	Roehampton Burn Sheets 66"x99" Sterile Linen			16.18			194.16	12.00	BIM# 150300	Fabric Type (312)
349	Rusch - Lite Disposable Laryngoscope Blades			3.38	400.00	20.00			BIM# F0737	Woven Type (514)
350	Rusch - Lite Disposable Laryngoscope Blades			3.38	400.00	20.00			BIM# 024801	Mac (1)
351	Rusch - Lite Disposable Laryngoscope Blades			3.38	400.00	20.00			BIM# 024802	Mac (2)
352	Rusch - Lite Disposable Laryngoscope Blades			3.38	400.00	20.00			BIM# 024803	Mac (3)
353	Rusch - Lite Disposable Laryngoscope Blades			3.38	400.00	20.00			BIM# 024804	Mac (4)
354	Rusch - Lite Disposable Laryngoscope Blades			3.38	400.00	20.00			BIM# 024850	Miller (0)
355	Rusch - Lite Disposable Laryngoscope Blades			3.38	400.00	20.00			BIM# 024851	Miller (1)

MEDICAL SUPPLIES				EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
355	Rusch - Lite Disposable Laryngoscope Blades		3.38	400.00	20.00				BTM# 024852	Miller (2)
356	Rusch - Lite Disposable Laryngoscope Blades		3.38	400.00	20.00				BTM# 024853	Miller (3)
357	Rusch Flex-set ET Tubes		1.44	14.40	10.00	144.00		100.00	BTM# 2113-10325	2.5 (Uncuffed)
358	Rusch Flex-set ET Tubes		1.44	14.40	10.00	144.00		100.00	BTM# 2113-10330	3 (Uncuffed)
359	Rusch Flex-set ET Tubes		1.44	14.40	10.00	144.00		100.00	BTM# 2113-10335	3.5 (Uncuffed)
360	Rusch Flex-set ET Tubes		1.44	14.40	10.00	144.00		100.00	BTM# 2113-10340	4 (Uncuffed)
361	Rusch Flex-set ET Tubes		1.44	14.40	10.00	144.00		100.00	BTM# 2113-10345	4.5 (Uncuffed)
362	Rusch Flex-set ET Tubes		1.44	14.40	10.00	144.00		100.00	BTM# 2113-10350	5 (Uncuffed)
363	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10355	5 (Cuffed)
364	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10360	5.5 (Cuffed)
365	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10365	6 (Cuffed)
366	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10370	6.5 (Cuffed)
367	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10375	7 (Cuffed)
368	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10380	8 (Cuffed)
369	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10385	8.5 (Cuffed)
370	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10390	9 (Cuffed)
371	Rusch Flex-set ET Tubes		1.70	17.00	10.00	170.00		100.00	BTM# 2113-10395	Stick-Set/Cuff
372	Rusch Flex-set ET Tubes		2.27	22.70	10.00				BTM# 023312	12 French
373	Rusch Nasopharyngeal Airway - Nasal Trumpet		2.06	20.60	10.00				BTM# 2021-14630	14 French
374	Rusch Nasopharyngeal Airway - Nasal Trumpet		2.06	20.60	10.00				BTM# 2021-14635	16 French
375	Rusch Nasopharyngeal Airway - Nasal Trumpet		2.06	20.60	10.00				BTM# 2021-14640	18 French
376	Rusch Nasopharyngeal Airway - Nasal Trumpet		2.06	20.60	10.00				BTM# 2021-14645	20 French
377	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027620	22 French
378	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027622	24 French
379	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027624	26 French
380	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027626	28 French
381	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027628	30 French
382	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027630	32 French
383	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027632	34 French
384	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027634	36 French
385	Rusch Nasopharyngeal Airway - Nasal Trumpet		1.92	19.20	10.00				BTM# 027636	Mac (0)
386	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58400	Mac (1)
387	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58401	Mac (2)
388	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58402	Mac (3)
389	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58403	Mac (4)
390	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58404	Miller (0)
391	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58405	Miller (1)
392	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58406	Miller (2)
393	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58407	Miller (3)
394	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58408	Miller (4)
395	Rusch Non-Disposable Laryngoscope Blades		10.28						BTM# 2142-58409	Miller (1)
396	Rusch-Lite Disposable Laryngoscope Blades		10.28						BTM# 2142-58500	4oz
397	Salotec Antiseptic 8" hand cleaner		1.08				25.92	24.00	BTM# R3119	U Vex Astropac-3000
398	Safety Goggles with clear lens		0.95	11.40	12.00				BTM# 290129	Small
399	Safety Goggles with clear lens		5.36	53.60	10.00				BTM# 290911	Medium
400	Sale Seal Latex Gloves		0.22	11.08	50.00	110.80		500.00	BTM# 290912	Large
401	Sale Seal Latex Gloves		0.22	11.08	50.00	110.80		500.00	BTM# 290913	XX-Large
402	Sale Seal Latex Gloves		0.22	11.08	50.00	110.80		500.00	BTM# 290914	XX-Large
403	Sale Seal Latex Gloves		0.22	11.08	50.00	110.80		500.00	BTM# SY-911XXL	
404	Sale Seal Latex Gloves		0.22	11.08	50.00	110.80		500.00	BTM# 1216-01104	
405	Sam Seal		18.09	904.50	50.00				Per Clarity Issues Doc 1/30/2013	
406	Sam Seal Non Ventiled		22.46	1123.00	50.00				BTM# 533-MS-SPLINT	Generic Sam Spint
407	Sam Spint (Flex All Spint)		5.28						BTM# 661121	Original
408	Sam Spint		6.34			380.40		60.00	BTM# 665566	case of 24
409	Sam Spint Pre-vc Immobolizer		57.46			1.55		24.00	BTM# 290970	Aluminum
410	Sharps Shuttle		1.55						BTM# 0345	2.5
411	Silver Swaddler Grieflight Newborn Blanket		2.97						BTM# 021525	3
412	Sick Set ET Tubes		3.94	39.40	10.00				BTM# 021530	3.5
413	Sick Set ET Tubes		3.94	39.40	10.00				BTM# 021535	4
414	Sick Set ET Tubes		3.94	39.40	10.00				BTM# 021540	4.5
415	Sick Set ET Tubes		3.94	39.40	10.00				BTM# 021545	5
416	Sick Set ET Tubes		3.94	39.40	10.00				BTM# 021550	

MEDICAL SUPPLIES				EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
417	Slick Set EI Tubes		3.94	39.40	10.00				BIM# 021555	5.5
	Slick Set EI Tubes		4.46	4.46	1.00				BIM# 021750	5.0 cuffed
418	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021755	5.5 cuffed
419	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021760	6
420	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021765	6.5
421	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021770	7
422	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021775	7.5
423	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021780	8
424	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021785	8.5
425	Slick Set EI Tubes		4.46	44.60	10.00				BIM# 021790	9
426	Sodium Chloride 0.9% for irrigation 250ml		0.85	41.60	10.00		30.60	36.00	BIM# 021795 BIM# 601322	9.5
427	BoH-pack-Off Kit-								Per Clarity Issues Doc 1/30/2013	Obstetrical Kit
	3M Blade Model 9660		3.98				199.00	50.00	Per Clarity Issues Doc 1/30/2013	
428	Splint 15" padded board splint		2.04				306.00	150.00	BIM# 660012	Wood
429	Splint 18" padded disposable cardboard		1.26				31.50	25.00	BIM# 56-1530	Cardboard with Foam
430	Splint 18" padded		3.24						BIM# 56-1818	Wood with Full Foam
431	Splint 24" padded board splint		3.48						BIM# 660016	Wood with Full Foam
432	Splint 36" disposable cardboard leg/ankle splint 34"		2.39				117.11	49.00	BIM# 660004	
433	Splint 36" padded board splint		3.64				273.00	75.00	BIM# 660013	
434	S-Scarf III Portable Suction Unit (complete)		506.10						BIM# 596400	
435	S-Scarf III Replacement Battery		32.05						BIM# 2223-05598	
436	S-Scarf 9		730.00						BIM# 592109	
437	S-Scarf Model 2310		945.00						BIM# 592310BV	
438	S-Scarf Model 2310		N/A						BIM# Nobid	
439	S-Scarf Model 2310		N/A						BIM# 592310V	
440	S-Scarf Model 2310		720.21						BIM# 230802	Adult
441	Stat Pads II (AED Plus)		51.07						BIM# 230810	Pedi
442	Stat Pads II (AED Plus)		14.12						BIM# 5400-609FG	Frosted Glacier
443	Stethoscope - Adscope 609		12.61						BIM# 172205	Ullmann Classic II S.E. (NAV)
444	Stethoscope		69.54						BIM# 15007	Small
445	Sterile Gloves (non-latex)		1.05	26.25	25.00		105.00	100.00	BIM# 15008	Medium
446	Sterile Gloves (non-latex)		1.05	26.25	25.00		105.00	100.00	BIM# 15009	Large
447	Sterile Gloves (non-latex)		1.05	26.25	25.00		189.64	50.00	BIM# 30885	X Large
448	Sterile Gloves (non-latex)		3.79				178.64	50.00	BIM# 30890	XX-Large
449	Sterile Gloves (non-latex)		3.57				32.00	20.00	BIM# 533-MS-ETS400EA	
450	Stylette 14 French for use with 7mm-10mm ET		1.60				30.00	50.00	BIM# 044-AS00503SEA	
451	Suction Bulb		0.60				17.50	50.00	BIM# 320010	Con-Med
452	Suction Cath 10ir		0.35					10.00	BIM# 218-0034920UEA	
453	Suction Catheter Set (BIG-YANK)		10.48						BIM# 590412A	
454	Suction Easy Disp. Suction unit with adapter and catheter		23.67						BIM# 594241	
455	Suction Iro Big Slick		1.50				75.00	50.00	BIM# 3243200	
456	Suction Tubing 9/32-6ft		0.95				47.50	50.00	BIM# 021100	Macintosh 1
457	Sun-Med Green Line D (Medium)		35.12						BIM# 022220	Macintosh 2
458	Sun-Med Green Line D (Medium)		35.12						BIM# 023300	Macintosh 3
459	Sun-Med Green Line D (Medium)		35.12						BIM# 024400	Macintosh 4
460	Sun-Med Green Line D (Medium)		35.12						BIM# 025000	Miller 0
461	Sun-Med Green Line D (Medium)		35.12						BIM# 026100	Miller 1
462	Sun-Med Green Line D (Medium)		35.12						BIM# 027200	Miller 2
463	Sun-Med Green Line D (Medium)		35.12						BIM# 028300	Miller 3
464	Sun-Med Green Line D (Medium)		35.12						BIM# Nobid	Vinyl zipper Case
465	Sun-Med Green Line D		N/A						BIM# 5-5333-57	Kil including Case
466	Sun-Med Green Line D Fiber Optic Disposable Blade		52.25				74.00	20.00	BIM# 301-83020EA	Macintosh 2
467	Sun-Med Green Line D Fiber Optic Disposable Blade (Medium)		3.70				74.00	20.00	BIM# 301-83030EA	Macintosh 3
468	Sun-Med Green Line D Fiber Optic Disposable Blade (Medium)		3.70				74.00	20.00	BIM# 301-83040EA	Macintosh 4
469	Sun-Med Green Line D Fiber Optic Disposable Blade (Medium)		3.70				74.00	20.00	BIM# 301-83100EA	Miller 0
470	Sun-Med Green Line D Fiber Optic Disposable Blade (Medium)		3.70				74.00	20.00	BIM# 301-83110EA	Miller 1
471	Sun-Med Green Line D Fiber Optic Disposable Blade (Medium)		3.70				74.00	20.00	BIM# 301-83120EA	Miller 2
472	Sun-Med Green Line D Fiber Optic Disposable Blade (Medium)		3.70				74.00	20.00	BIM# 301-83130EA	Miller 3
473	Sun-Med Green Line D Fiber Optic Disposable Blade (Medium)		3.70				65.80	20.00	BIM# 004551002	Macintosh 2
474	Green Line D Fiber Optic Disposable Blade (Generic)		3.29				65.80	20.00	BIM# 004551003	Macintosh 3
475	Green Line D Fiber Optic Disposable Blade (Generic)		3.29							

	MEDICAL SUPPLIES	EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
476	Green Line D Fiber Optic Disposable Blade (Generic)	3.29			65.80	20.00	BIM# 004551004	Macintosh 4
477	Green Line D Fiber Optic Disposable Blade (Generic)	3.29			65.80	20.00	BIM# 004550003	Miller 0
478	Green Line D Fiber Optic Disposable Blade (Generic)	3.29			65.80	20.00	BIM# 004550001	Miller 1
479	Green Line D Fiber Optic Disposable Blade (Generic)	3.29			65.80	20.00	BIM# 004550002	Miller 2
480	Green Line D Fiber Optic Disposable Blade (Generic)	3.29			65.80	20.00	BIM# 004550003	Miller 3
481	Sun-Med Green Line Fiber Optics Handle (Medium)	39.24					BIM# 024111	C Batteries
482	Surgical Dressing 5x9 sterile gauze	0.10	2.55	25.00	40.80	400.00	BIM# 085590	
483	Surgical Dressing 8x10 sterile gauze	0.17	3.35	20.00	53.60	320.00	BIM# 085810	
484	Surgical Hair Clipper (3M) Disposable Shaver Head	56.84					BIM# 179661	
485	Surgical Hair Clipper 3M (9661) with charger	112.56					BIM# 172660	
486	Surgical Hair Clipper Charger	56.84					BIM# 179662	
487	Syringe 10cc luer lock without needle	0.11	11.44	100.00	91.52	800.00	BIM# 620266	21ga 1 1/2 inch
488	Syringe 10cc luer lip with needle	0.17	16.50	100.00	132.00	800.00	BIM# 626253	InvisiSnap 21ga with 1 1/2 ga
489	Syringe 10cc with needle	N/A					BIM# NoBid	InvisiSnap
490	Syringe 1cc 18 with needle	0.24	23.54	100.00			BIM# 446-1000198X	
491	Syringe 1cc-18 syringe	0.09	9.00	100.00	144.00	1,600.00	BIM# 1631-42225	W25ga 5/8 Needle
492	Syringe 35cc luer lock without needle	0.39	19.50	50.00	97.50	250.00	BIM# 1633-29030	
493	Syringe 3cc luer lock without needle	0.05	5.00	100.00	120.00	2,400.00	BIM# 1633-30303	
494	Syringe 3cc with 21 gauge needle	0.08	7.50	100.00	120.00	1,600.00	BIM# 1631-30921	1 1/2 inch (100 to a box)
495	Syringe 5cc luer lock without needle	0.08	8.00	100.00	160.00	2,000.00	BIM# 1633-05305	
496	Syringe 5cc luer lip with needle (bid only with 21ga needle)	0.59	29.64	50.00	237.12	400.00	BIM# G4006	21 gauge 1 1/2 inch
497	Syringe 5cc with needle	N/A					BIM# NoBid	InvisiSnap-21ga 1 1/2 inch
498	Syringe 60cc luer slip without needle	0.42	10.54	25.00	63.24	150.00	BIM# 620300	21 gauge 1 1/2 inch
499	System 5 B/P Cuff Kit (ADCI)	98.25					BIM# 740LF	Blue
500	Technol Fluid Shield Surgical Masks with face shield- slip over the ear type	0.55	13.72	25.00	109.76	200.00	BIM# 276-15608X	25 box
501	Tegaderm IV Dressing 3m	0.31	30.95	100.00	123.80	400.00	BIM# 081624	2.375 x 2.75
502	Temp Probe Covers (Welch Allyn Sure Temp)	0.04	1.02	25.00	40.80	1,000.00	BIM# 175031	
503	Therma Scan- Protective covers	0.07	13.33	200.00	53.32	800.00	BIM# 170800	
504	Therma Scan Thermometer -electronic digital type handheld with all accessories	174.99					BIM# 04000-200	Pro-4000
505	Thermometer-Welch Allyn Sure Temp 690	258.12					BIM# 179400	With Wall Holder
506	Thomas SI ET Tube Stabilizer	2.53			253.00	100.00	BIM# 020500	Adult
507	Thomas SI-ET Tube Stabilizer	2.53			253.00	100.00	BIM# 020400	Child
508	TaperSlaps	34.12	68.23	2.00			BIM# 15101	Laerdal
509	Touchequel Latex Free 3/4 x 19	6.55	32.75	5.00	131.00	20.00	BIM# 1880-42523	
510	Tracheostomy 02 Mask	1.32			66.00	50.00	BIM# 355-245-EEA	
511	Tracton Spinal	240.64					BIM# 5623316	Hare Femo Kit Adult/Child
512	Tracton Spinal	259.30					BIM# 560300	Sager Bilateral S-304
513	Tracton Spinal	139.29					BIM# 566512	Child
514	Tracton Spinal	139.29					BIM# 566514	Adult
515	Trauma Dressing 10X30	0.76			38.00	50.00	BIM# 536-NON21459EA	
516	Triage Taps (Std field tag)	0.76	38.00	50.00			BIM# 600001	
517	Triangular Bandages Jumbo	0.26			62.40	240.00	BIM# 533-MS-TR10EA	40 X 40 X 56
518	Unstick Safety Lancet (100 box)	0.21	20.57	100.00			BIM# 675-AT1042	AT1042
519	Urinel - disposable	0.44			22.00	50.00	BIM# 721-H140H-01EA	1000-cc Capacity
520	Utility Blanket 60x90	4.85			38.80	8.00	BIM# 3272-53578	
521	Vacuum Mattress (Pediatric)	169.64					BIM# 552044	
522	Vacuum Mattress Deluxe (Large)	749.69					BIM# 565000	Hartwell
523	Vacuum Mattress Strap	32.46					BIM# M113A	Hartwell
524	Vacuum Mattress with Pump (Pediatric)	135.64					BIM# 560012	Hartwell
525	Ventilation circuit	4.98			74.70	15.00	BIM# 533764	Cardinal Health (00367)
526	V-Vac Adapter lips	5.39	21.54	4.00			BIM# 590300	[sold 4 to a pkg]
527	V-Vac Replacement Cartridge	16.55			1324.00	80.00	BIM# 590200	
528	V-Vac Suction Catheters	2.54	10.15	4.00			BIM# 590400	
529	V-Vac Suction Kit	67.17			1007.55	15.00	BIM# 590100	Comblele
530	Whistle lip Suction Catheter	0.17			8.50	50.00	BIM# 533-MS-SC08EA	8 French
531	Whistle lip Suction Catheter	0.17			8.50	50.00	BIM# 533-MS-SC16EA	16 French
532	Yankauer-Suction lip	0.45			22.50	50.00	BIM# 197-005-2001CEA	
533	Yankauer - suction catheter w/control vent and tubing	1.05			21.00	20.00	BIM# 533-MS-YK20EA	
534	Zeel +400+1800-M-Series-Battery						Per Clarity Issues Doc 1/30/2013	

	MEDICAL SUPPLIES	EACH	BOX	BOX QUANTITY	CASE	CASE QUANTITY	VENDOR'S COMMENTS	City Comments
535	Zell-M-Series-EKG-Paper						Per Clarity Issues Doc 1/30/2013	50mm
536	Zell-M-Series-EKG-Paper						Per Clarity Issues Doc 1/30/2013	80mm
537	Zell-Multi-Function-Electrodes						Per Clarity Issues Doc 1/30/2013	Adult
538	Zell-Multi-Function-Electrodes						Per Clarity Issues Doc 1/30/2013	Pedi
539	Zell-Pacing-Pads						Per Clarity Issues Doc 1/30/2013	Adult
540	Zell-Pacing-Pads						Per Clarity Issues Doc 1/30/2013	Pedi
541	Zell-Ped-Pads-1-Electrodes-Multi-Function						Per Clarity Issues Doc 1/30/2013	
542	Zell-Peds-Adult-Airway-Adaptor						Per Clarity Issues Doc 1/30/2013	
543	Zell-Slot-Pads-Adult						Per Clarity Issues Doc 1/30/2013	

EMERGENCY MEDICAL SERVICE SUPPLIES AGREEMENT

This Emergency Medical Service Supplies Agreement (herein "Agreement") is made and entered into by and between the City of Cedar Hill, Texas, a Texas home rule municipal corporation (herein "City"), and Bound Tree Medical, LLC, an Ohio limited liability company (herein "Bound Tree") and shall be effective as of the date of execution set forth herein.

WITNESSETH

WHEREAS, Bound Tree is a distributor of medical and pharmaceutical supplies; and

WHEREAS, the City operates an emergency medical service ("EMS") by and through its Fire Department; and

WHEREAS, the City's EMS requires the use of certain medical and pharmaceutical supplies ("medical supplies") to preserve and protect the public health and safety of the City's residents visitors; and

WHEREAS, Bound Tree bid on and was awarded a contract by the City under which Bound Tree agreed to sell medical supplies to the City's EMS for the period of March 1, 2013 through February 28, 2014 (the Original Agreement); and

WHEREAS, the Original Agreement was renewed for each of three optional one-year renewal terms; and

WHEREAS, the final renewal term of the Original Agreement ends on February 28, 2017; and

WHEREAS, the City desires to continue to procure medical supplies, by and through the City's EMS, to preserve and protect the public health and safety of its residents and visitors; and

WHEREAS, Bound Tree desires and agrees to continue supply the City's EMS with medical supplies subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants and conditions herein, the City and Bound Tree agree as follows:

1. Purchase and Sale of Medical Supplies. Bound Tree agrees to sell, and City agrees to purchase, medical supplies for the City's EMS pursuant to all of the terms and conditions of the Contract Documents as defined herein. In exchange for the City's use of Bound Tree as the City's medical supplies vendor, when said medical supplies can be delivered timely, Bound Tree will provide requested medical supplies to the City's EMS at the agreed-upon price and in the agreed-upon quantities as set forth in the Contract Documents.

2. Contract Documents. The Contract Documents referenced in and made part of this Agreement shall consist of the following:

- a. this Agreement
- b. the Invitation to Bid & Bid Specifications
- c. Bound Tree's Bid Quotation
- d. any written modifications or change orders agreed to by the City and Bound Tree.

The Invitation to Bid and Bid Specifications along with Bound Tree's Bid Quotation are attached hereto as Exhibit A and incorporated herein for all purposes.

3. Term. The term of this Agreement shall be one year beginning on March 1, 2017 and ending on February 28, 2018. This Agreement includes three (3) optional one-year renewal terms. The City shall have the right to renew this Agreement for any or all of the optional renewal terms under the same terms and conditions of this Agreement.

4. Termination. Notwithstanding the provisions in Section 3 above, the City may terminate this Agreement for any reason or no reason at all by providing Bound Tree with ninety (90) days prior written notice.

5. Payments. The City agrees to pay Bound Tree per the terms of the Contract Documents for orders from and delivered to the City's EMS.

6. Delivery. The City and Bound Tree agree that the City is not obligated to order a specific quantity of medical supplies and cannot supply Bound Tree with a forecast of the volume of medical supplies that the City's EMS will order. The City will, upon reasonable request from Bound Tree, and without the City binding itself in any way, provide short-term estimates of needed medical supplies to Bound Tree.

7. Acceptance of Medical Supplies. Acceptance or approval by the City or the City's EMS of any medical supplies under this Agreement shall not in any way relieve Bound Tree of responsibility for the any technical accuracy or quality of the fulfilment of any order for medical supplies from the City's EMS. The City's review, approval or acceptance of or payment for any medical supplies shall not be construed to operate as a waiver of any of the City's rights under this Agreement or any cause of action arising out of the performance or non-performance of this Agreement.

8. Indemnification. Bound Tree shall indemnify, save, and hold harmless the City and the City's EMS, its officials, officers, agents and employees with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss,

damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the Bound Tree, its agents, servants, employees or other persons acting on Bound Tree's behalf and arising from or related to Bound Tree's performance under this Agreement. This indemnity shall not be terminated or otherwise affected by reason of the termination or expiration of this Agreement.

9. Relationship of Parties. Bound Tree will use its own means and manner to perform its obligations under this Agreement and shall be deemed an independent contractor of the City. In no event shall this Agreement or any performance thereunder be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto. Neither party shall hold itself out as an agent of the other party, nor shall a party incur any indebtedness or obligations in the name of, or which shall be binding upon, the other party.

10. Notices. All notices and communications under this Agreement to be mailed or delivered to the City shall be sent to the address of the City EMS as follows, unless and until Bound Tree is otherwise notified:

EMS Chief
Cedar Hill Fire Department
1212 W. Belt Line Rd.
Cedar Hill, Texas 75104

All notices and communications under this Agreement to be mailed or delivered to Bound Tree shall be sent to the address of the Bound Tree as follows, unless and until the City is otherwise notified:

Bound Tree Medical, LLC
P.O. Box 8023
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

11. Assignment. This Agreement shall not be assignable in whole or in part without the written consent of the City.

12. Dispute Resolution. If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

a. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

b. If, within thirty (30) days after such meeting, the parties have not succeeded in

negotiating a resolution of the dispute, they will appoint a mutually-acceptable mediator and agree to attend one, half day mediation with said mediator in an attempt to resolve the dispute. The parties shall share the fees of the mediator equally.

13. WAIVER OF RIGHT TO TRIAL BY JURY. BOUND TREE AND CITY AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IF ANY, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS OR MEDIATION AS SET FORTH IN SECTION 12 ABOVE, SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION. BOUND TREE AND CITY EACH HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. BOUND TREE AND CITY EACH HEREBY ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

14. Severability. Should any word, phrase, sentence, paragraph or other provision or portion of this Agreement be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Agreement which shall remain in full force and effect.

15. Binding Effect. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

16. Governing Law and Venue. This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts of Dallas County, Texas.

17. Amendment and Waiver. No amendment or waiver of any provision of this Agreement, and no consent to any departure herefrom, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in a specific instance and for the specific purpose for which it was given. No notice or any other communication given by one party to the other party shall be construed to be or constitute an approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

18. Entire Agreement. This Agreement constitutes the entire agreement between the

parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Agreement confers no rights to or upon any person or entity that is not a party hereto.

19. Legal Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. The parties agree that this Agreement or any provision of this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement or any provision hereto. This Agreement and all of the terms and provisions herein shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

EXECUTED this 24 day of January, 2017.

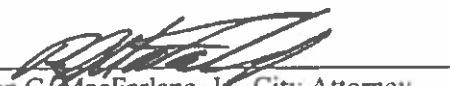
CITY OF CEDAR HILL, TEXAS:

By: 
Rob Franke, Mayor

ATTEST:


Belinda Berg, City Secretary

APPROVED AS TO FORM:


Ron G. MacFarlane, Jr., City Attorney

BOUND TREE MEDICAL, LLC:

By: 
Mark Dougherty, Chief Financial Officer



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: June 5, 2017

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

ITEM: Consider approval of a Professional Services Agreement with Stantec Consulting Service, Inc., to provide traffic signal designs for the US 377 at Canyon Falls Drive and the FM 407 at Browning projects, in the amount of \$45,330.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The intersection of US 377 at Canyon Falls Drive has met traffic signal warrants and has received authorization from the Texas Department of Transportation (TxDOT).

The intersection of FM 407 (Justin Road) at Browning/Highland Village Road is at the near end of its life cycle. Therefore, the reconstruction of this location is needed. In addition, the new poles will allow for some addition efficiencies in the north/south direction that will aid in getting traffic through this intersection. With this project, Highland Village has committed to restriping a portion of the roadway that is within Highland Village to make this change happen.

BOARD REVIEW/CITIZEN FEEDBACK: NA

FISCAL IMPACT: \$45,330.00

Proposed Expenditure:	Account Number(s):
\$22,900.00	505-220-77064-6200 (FM 407 at Browning)
\$15,000.00	550-119-77063-6200 (US 377 @ Canyon Falls Dr.)
\$ 7,430.00	505-220-77063-6200 (US 377 @ Canyon Falls Dr.)

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

DRAFT MOTION: Move to approve a Professional Services Agreement with Stantec Consulting Service, Inc., to provide traffic signal designs for the US 377 at Canyon Falls Drive and FM 407 at Browning projects, in the amount of \$45,330.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Stantec Consulting Services 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 **Stantec Consulting Services Inc.** ("hereinafter referred to as "CONSULTANT") whose address is 2435 N Central Expressway, Suite 750, Richardson TX 75080-2793.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Traffic Signal Designs for US 377 at Canyon Falls; and FM 407 at Browning/Highland Village 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 Traffic Signal Designs for US 377 at Canyon Falls; and FM 407 at Browning/Highland Village 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 Forty-Five Thousand Three Hundred Thirty and No/100 Dollars (\$45,330.00). 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.

The CONSULTANT may terminate this Contract upon thirty (30) days' notice in writing in the event the TOWN has committed material breach of this Contract. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Contract.

VII.
Ownership of Documents

Upon full payment of all monies owed to CONSULTANT, 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. The CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). 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
2121 Cross 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:

Matthew J. Hotelling, P.E., PTOE,
Traffic Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 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. Notwithstanding the foregoing, the TOWN's right to inspect, copy and audit shall not extend to the composition of the CONSULTANT's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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:

Matthew J. Hotelling, P.E., PTOE,
Traffic Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 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:

Jennifer Butcher, P.E., PTOE
Senior Associate, Senior Project Manager
Stantec Consulting Services Inc.
2435 N Central Expressway Suite 750
Richardson TX 75080-2793
214-468-8200 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.

XXVII
Electronic Signatures

The TOWN and CONSULTANT acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Agreement. The TOWN and CONSULTANT agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

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

**CONSULTANT:
Stantec Consulting Services Inc.**

By: Jennifer S Butcher

Name: Jennifer Butcher

Title: Senior Associate

Date Signed: 5/2/17

State of Texas §

§

County of Tarrant §

This instrument was acknowledged before me on the 2nd day of May, 2017, by Jennifer Butcher in his capacity as Senior Associate of Stantec Consulting Services Inc., a New York 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
Stantec Consulting Services Inc.

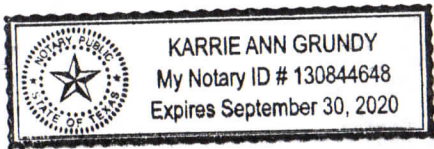
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2ND
DAY OF MAY, 2017.



Notary Public, State of Texas

My Commission Expires:

Sept. 30, 2020



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Traffic Signal Designs for FM 407 at Browning/Highland Village and US 377 at Canyon Falls

PROJECT UNDERSTANDING

The Town of Flower Mound plans to install two (2) permanent traffic signals at the intersections of FM 407 & Browning/Highland Village and US 377 & Canyon Falls. The following scope of services includes the preparation of plans, specifications, quantities, and estimate for the construction of these traffic signals.

FM 407 at Browning Drive/Highland Village Road is an intersection with an existing traffic signal. The project is a signal reconstruction and may include some ADA improvements. An existing southbound striped median will be re-stripped as an exclusive left turn lane.

US 377 at Canyon Falls Drive is an existing 3-leg intersection. The location is adjacent to a Union Pacific Railroad crossing on the west side. This signal will be designed as a temporary signal. The railroad crossing will also be connected to the traffic signal for pre-emption purposes.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: Signal Design for FM 407 at Browning/Highland Village

CONSULTANT will create signal design documents for the intersection of FM 407 at Browning/Highland Village. Consultant will utilize aerial files provided by the Town to create base files and conduct a field review to verify previously designed signal pole locations. The CONSULTANT will visit the site and also review design locations for the new signal designs. Roadway and above-ground utility information will be verified during the field visit. The information verified will include the lane configurations, any existing traffic control devices, and existing signal equipment such as ground box locations.

CONSULTANT will coordinate with Town engineers to discuss signal design requirements at a kick-off meeting. The signal will be designed per Town of Flower Mound and/or TxDOT standards.

Once the signal design parameters have been discussed with the Town, CONSULTANT will prepare the 60% design package containing the following sheets:

- Cover Sheet
- General Notes Sheet
- Existing Layout Sheet
- Permanent Traffic Signal Layout Sheet showing proposed locations of traffic signal poles, pedestrian poles, signal heads, emergency vehicle preemption, controller cabinet, groundboxes, conduit, and signal power
- Town of Flower Mound/TxDOT Standard Sheets

CONSULTANT will submit the 60% package to the Town for review. Once comments on the 60% signal plans are received from the Town, CONSULTANT will prepare the 90% design package containing the following sheets:

- Cover Sheet
- General Notes Sheet
- Existing Layout Sheet
- Permanent Traffic Signal Layout Sheet
- Signing and Pavement Marking Sheet
- Ramp Modification Sheet (as needed)
- Retaining Wall Modification Sheet (as needed)
- Charts and Details Sheets
- Town of Flower Mound/TxDOT Standard Sheets

CONSULTANT will submit the 90% package to the Town for review. A quantity summary and engineer's opinion of probable construction cost (EOPCC) will be submitted with the package. Once comments on the 90% signal plans are received from the Town, CONSULTANT will prepare the 100% design package containing the following sheets:

- Cover Sheet
- General Notes Sheet
- Existing Layout Sheet
- Permanent Traffic Signal Layout Sheet
- Signing and Pavement Marking Sheet
- Ramp Modification Sheet (as needed)
- Retaining Wall Modification Sheet (as needed)
- Charts and Details Sheets
- Town of Flower Mound/TxDOT Standard Sheets

CONSULTANT will be available to meet with the Town to discuss the 90% plans, if requested. This meeting will be held concurrently with a coordination meeting for Task B.

CONSULTANT will submit the 100% package to the Town. A quantity summary and engineer's opinion of probable construction cost (EOPCC) will be submitted with the package.

The design sheets will be printed on 11" x 17" size sheets of standard paper or as PDF files.

After construction is completed, CONSULTANT will receive redline markups from the Contractor and/or the Town, to be delivered electronically in PDF format. CONSULTANT will generate a set of record drawing plans which will incorporate the Contractor's field change markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. CONSULTANT will not perform a field visit to verify the redline markups. The record drawings will be delivered to the Town in electronic format, with up to three (3) half-size (11"x17") hard copy sets included, if requested by the Town.

Deliverables for Task 1

1. 60% design package
2. 90% design package
3. Final (100%) design package
4. A quantity estimate of probable cost spreadsheet, delivered with the 90% and final design packages
5. Record drawings

Task 2. Signal Design for US 377 at Canyon Falls

CONSULTANT will create signal design documents for the intersection of US 377 at Canyon Falls. This will be a separate package from Task A since they will be constructed at different times. CONSULTANT will utilize base files provided by the Town to generate the design plans. A field visit will be performed to verify roadway and above-ground utility information. Information verified will include the lane configurations, any existing traffic control devices, and existing railroad equipment that will be interfaced with for Traffic Signal Preemption.

CONSULTANT will coordinate with Town engineers to discuss signal design requirements at a kick-off meeting that will be concurrent with Task A 90% comment review meeting. The signal will be designed per Town of Flower Mound and/or TxDOT standards.

CONSULTANT engineers will coordinate with the Union Pacific Railroad to provide railroad preemption for the traffic signal. Our coordination efforts will be on the design side and the Town engineer will handle coordination with the railroad during construction; however, CONSULTANT will be available to answer any questions during Construction. CONSULTANT has budgeted up to two conference calls to handle construction requests for information.

Once the signal design parameters have been discussed with the Town, CONSULTANT will prepare the 60% design package containing the following sheets:

- Cover Sheet
- General Notes Sheet
- Existing Layout Sheet
- Permanent Traffic Signal Layout Sheet showing proposed locations of steel strain poles, signal heads, opticom, controller cabinet, groundboxes, conduit, signal power, and required Union Pacific Interconnect equipment.
- Town of Flower Mound/TxDOT Standard Sheets

CONSULTANT will submit the 60% package to the Town for review. Once comments on the 60% signal plans are received from the Town, CONSULTANT will prepare the 90% design package containing the following sheets:

- Cover Sheet
- General Notes Sheet
- Existing Layout Sheet
- Permanent Traffic Signal Layout Sheet
- Signing and Pavement Marking Sheet (as needed)
- Charts and Details Sheets
- Town of Flower Mound/TxDOT Standard Sheets

CONSULTANT will submit the 90% package to the Town for review. A quantity summary and engineer's opinion of probable construction cost (EOPCC) will be submitted with the package. Once comments on the 90% signal plans are received from the Town, CONSULTANT will prepare the 100% design package containing the following sheets:

- Cover Sheet
- General Notes Sheet
- Existing Layout Sheet
- Permanent Traffic Signal Layout Sheet
- Signing and Pavement Marking Sheet (as needed)
- Charts and Details Sheets

- Town of Flower Mound/TxDOT Standard Sheets

CONSULTANT engineers will be available to meet with the Town to discuss the 90% plans, if requested. This meeting will be held concurrently with a review meeting for Task A.

CONSULTANT will submit the 100% package to the Town. A quantity summary and engineer's opinion of probable construction cost (EOPCC) will be submitted with the package.

The design sheets will be printed on 11" x 17" size sheets of standard paper or as PDF files.

After construction of the ADA ramps and installation of the pavement marking, CONSULTANT engineers will take field measurements to calculate the correct yellow and red change intervals as well as the pedestrian walk and pedestrian flashing don't walk time. The calculations will be based on the MUTCD and NCHRP report 731. Railroad pre-emption times will also be provided based upon design criteria provided by the Railroad. The data to be programmed into the controller by the contractor will be included in a technical memorandum written to the Town for use by the contractor.

After construction is completed, CONSULTANT will receive redline markups from the Contractor and/or the Town, to be delivered electronically in PDF format. CONSULTANT will generate a set of record drawing plans which will incorporate the Contractor's field change markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. CONSULTANT will not perform a field visit to verify the redline markups. The record drawings will be delivered to the Town in electronic format, with up to three (3) half-size (11"x17") hard copy sets included, if requested by the Town.

Deliverables for Task 2

1. 60% design package
2. 90% design package
3. Final (100%) design package
4. A quantity estimate of probable cost spreadsheet, delivered with the 90% and final design packages
5. Record drawings

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 the CONSULTANT 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 the CONSULTANT 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.
- Providing additional printing for bidding document distribution.
- Providing professional services associated with the construction phase of the project.
- Attending the Bid Opening, Pre-construction Meeting, or utility coordination meeting
- Preparing a Bid Tabulation or Recommendation Letter
- Reviewing Contractor's References or preparing change orders
- Temporary traffic signal design.
- Traffic signal warrant study.
- Coordinated Traffic signal timing plans.
- Fine-tuning of traffic signal timing
- Any services not listed in the Scope of Services.

ATTACHMENT B

COMPENSATION

The CONSULTANT will provide the Scope of Services for a lump sum fee.

TASK 1 – Signal Design for FM 407 at Browning/Highland Village	\$22,900
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TASK 2 – Signal Design for US 377 at Canyon Falls	\$22,430
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<u>TOTAL</u>	<u>\$45,330</u>
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Additional services will be negotiated at the time they are identified.

ATTACHMENT C

TIME OF COMPLETION

The CONSULANT is prepared to begin services immediately pending written authorization. Upon receipt of a notice to proceed we anticipate the following (exclusive of Town review time and assuming timely responses from Union Pacific Railroad):

Calendar Days

Tasks 1 and 2 Signal Design Plans	98 Days
Record Drawings	14 Days (after receipt of contractor redlines)



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: June 5, 2017

FROM: Clay Riggs, PE, CFM, Senior Project Engineer

ITEM: Consider approval of Design Amendment No. 2 to the Professional Services Agreement with Criado and Associates, Inc., to provide additional design services, for the Yucca Drive and Woodbine Street Reconstruction project for an increase of \$17,937.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Yucca Drive and Woodbine Street Reconstruction project includes the preparation of design plans, specifications, cost estimate data, and bid book (contract documents) for construction of the above roadway sections. This amendment provides additional design services for design plans, specifications, cost estimate data, and bid book (contract documents) for the replacement of approximately 1,150 linear feet of water line along Yucca Drive. Amendment No. 2 will increase the current contract value of \$206,285.00 by \$17,937.00, for new contract value of \$224,222.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$17,937.00

Proposed Expenditure:	Account Number(s):
\$17,937.00	316-560-78056-6070 (Yucca Drive)

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

LEGAL REVIEW: The Town's standard professional services agreement amendment 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 Amendment.

ATTACHMENTS:

1. Second Amendment to Professional Services Agreement

DRAFT MOTION: Move to approve Design Amendment No. 2 to the Professional Services Agreement with Criado and Associates, Inc., to provide additional professional engineering services, for the Yucca Drive and Woodbine Street Reconstruction project for an additional amount not to exceed \$17,937.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
CRIADO AND ASSOCIATES, INC.**

This Second Amendment to Professional Services Agreement ("Second Amendment") is entered into on this _____ day of _____, 2017, 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 **CRIADO AND ASSOCIATES, INC.**, ("hereinafter referred to as "Consultant") regarding the following project:

YUCCA AND WOODBINE RECONSTRUCTION

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Yucca and Woodbine Reconstruction project ("Services") on or about the 20th day of June, 2016 (the "Contract"); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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:

**A.
Recitals Incorporated**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Second Amendment, and made a part hereof by reference just as though they are set out in their entirety.

**B.
Amendment of Paragraph No. II**

From and after the approval of this Second Amendment, Section II of the Contract, entitled "Scope of Services" is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

"CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks enumerated more fully in Attachment "A-1" entitled "Scope of

Services”, as are necessary to complete the Yucca and Woodbine Reconstruction project (hereafter referred to collectively as the “Project”). Attachment “A-2” 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-2” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this Second Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed _Two Hundred Twenty Four Thousand Two Hundred Twenty Two Dollars and No/100 (\$224,222.00) as specified in Attachment “B-2”.”

D.

Revisions of the Scope of Services

From and after the approval of this Second Amendment, Attachment “A” is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-2” to the Contract. In case of conflict in the language of Attachment “A-2” and any other provision of the Contract, as amended by this Second Amendment, the terms and conditions of the Contract, as amended by the Second Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this Second Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-2” to the Contract. In case of conflict in the language of Attachment “B-2” and any other provision of the Contract, as amended by this Second Amendment, the terms and conditions of the Contract, as amended by the Second Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the Second Amendment, the terms of the Second Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

CONSULTANT'S NAME

By: [Signature]
 Name James Pruitt
 Title Chief Operations Officer
 Date Signed: May 5, 2017

State of Texas §
 §
 County of Denton §

This instrument was acknowledged before me on the 5th day of May, 2017, by James Pruitt, in his capacity as COO of CRIADO, 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 CRIADO

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF May, 2017.

[Signature: Dana Henry]
 Notary Public, State of Texas

My Commission Expires:
July 18, 2018

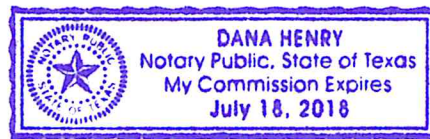


EXHIBIT A-2
SCOPE OF SERVICES

YUCCA DRIVE AND WOODBINE STREET
TOWN OF FLOWER MOUND, TEXAS

0.0 GENERAL

0.1 Project Description

The services to be provided for this project includes the preliminary and final design, development of construction plans, specifications, and estimates for the reconstruction of Yucca Drive from Sagebrush Drive to approximately 700 feet south of FM 1171 and Woodbine Street from Timber Creek Road to Bluestem Street (Approximately 2,000 lf) in the Town of Flower Mound, Denton County, Texas.

All work will be performed within the existing right of way. Plans will be prepared using conventional ground topographic surveying tied to the Town of Flower Mound Geodetic Control Network to produce 1"= 20' scale construction documents.

0.2 Project Phasing

This project shall be divided into five phases:

Schematic Design Phase
Preliminary Design Phase
Final Design Phase
Bid Phase Services
Construction Phase Services

0.3 Design Standards

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the following standards.

- a. Town of Flower Mound Design Standards
- b. NCTCOG Construction Specifications and Details
- c. AASHTO Design Criteria
- d. TDLR Architectural Barriers Act / Texas Accessibility Standards
- e. TxDOT Design and Construction Standards

1.0 SCHEMATIC DESIGN

1.1 Data Collection

Obtain and review available reports, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other features within the project area from the Town of Flower Mound. Contact private utilities along the project for information on existing and proposed facilities.

1.2 Topographic Survey for Design

Obtain topographic survey data within the limits of the right-of-way of Yucca Drive and Woodbine Street including visible utility appurtenances and utility manhole flowlines. The topographic survey will include capturing all trees and visible improvements along the alignment necessary for design. The survey will include the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, and other establishing control points.

1.3 Design Meeting

Meet with the Town of Flower Mound staff to review and discuss the primary design criteria, operational concerns, traffic information and other preliminary data. Prepare a record of the preliminary design meeting and distribute it to all attendees.

1.4 Schematic Design

- a. Establish roadway alignment and right-of-way limits.
- b. Determine geometry of proposed roadway improvements and other paving improvements.
- c. Perform preliminary drainage analysis.
- d. Determine if any additional easements and/or Right of Way are necessary for drainage or paving considerations.
- e. Perform preliminary construction sequencing and traffic control design.
- f. Contract with local Geotechnical Engineering Firm to begin geotechnical engineering and soil borings for concrete pavement and retaining wall design recommendations.

1.5 Schematic Submittal

Submit three sets of schematic plans to the Town for review.

1.6 Town Review Meeting

Meet with the Town of Flower Mound to discuss schematic plans, preliminary drainage design, construction phasing, traffic control and utility design.

1.7 Public Meeting

Attend public meeting to be organized by the Town of Flower Mound if required.

2.0 PRELIMINARY DESIGN

2.1 Address Town Comments

Revise schematic plans incorporating comments from the Town of Flower Mound.

2.2 Preliminary Design

- a. Work with affected utilities such as water, gas, telephone, cable TV, and electric to obtain accurate information for horizontal and vertical data for their facilities.
- b. Distribute the plans to local utility companies to obtain information regarding impacts to their facilities.
- c. Review existing storm sewer box culvert hydraulics and identify capacity (Woodbine).
- d. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Quantity sheet.
 - General notes sheet.
 - Typical sections and detail sheets.
 - Demolition plan sheets. Scale 1" = 20'.
 - Construction phasing and temporary traffic control sheets. Scale 1"= 40'.
 - Paving plan & profile sheets for street improvements. Scale 1"= 20' vertical and 1"= 2' horizontal.
 - Retaining Wall Layout sheets (as required). Scale 1"= 20'.
 - Final signage and striping plan sheets. Scale 1"= 20'
 - Erosion control plan sheets. Scale 1"=40'.
 - Plan & profile sheets for wastewater improvements. Scale 1"=20' (Woodbine)
 - Plan & profile sheets for water improvements. Scale 1"=20' (Yucca)

2.3 Preliminary Cost Estimate

Prepare a preliminary estimate of construction quantities and develop preliminary statement of probable construction cost.

2.4 Construction Specifications

Prepare outline of required construction specifications.

2.5 Preliminary Submittal

Submit three (3) sets of preliminary plans, outline of specifications, and preliminary estimates to the Town for review.

2.6 Town Review Meeting

Meet with the Town of Flower Mound to discuss preliminary plans, outline of specifications, estimates, and drainage requirements.

3.0 FINAL DESIGN

3.1 Address Town Comments

Revise preliminary plans incorporating comments from the Town of Flower Mound.

3.2 Franchise Utility Coordination

Incorporate comments from the utility companies.

3.3 Right of Way Parcel / Easement Preparation – Not in Contract

3.4 Prepare Final Plans

Prepare final plans for the proposed improvements, including paving plans, details, notes and related information required for bidding.

3.5 Final Construction Cost Estimate

Prepare a final estimate of construction quantities and develop final statement of probable construction cost.

3.6 Construction Specifications

Finalize the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Town of Flower Mound standards, and other applicable standard specifications.

3.7 Contract Bid Documents

Assist the Town in preparing final bid documents using existing Town of Flower Mound standard documents as directed by the Town staff. Bid documents shall include bid proposal forms, construction plans, specifications, and other documents required by the Town of Flower Mound.

3.8 Review Submittals and Meetings

Provide 60% and 95% plan submittals (3 sets each submittal) and meet with the Town of Flower Mound staff during final design to review progress, discuss design issues, obtain additional design information, review plans and specifications, and coordinate final details. Prepare a record of all review meetings and distribute it to attendees.

3.9 Final Review Submittal

Submit three sets of prints, contract documents, and bid proposal forms prepared by the Engineer to the Town of Flower Mound.

4.0 BID PHASE SERVICES

4.1 Advertising and Pre-bid Meeting

Assist Town staff in advertising for bids.

4.2 Plan Distribution

Furnish plans and specifications for bidding. Cost for these to be repaid by non-refundable deposit from plan holders

4.3 Addenda

Prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issue instructions to bidders as directed by the Town of Flower Mound.

4.4 Receive Bids

Assist the Town of Flower Mound in receiving and opening bids for construction of the project.

4.5 Bid Tabulation – Not in Contract

Prepare a tabulation of bids for the project and verify the bid amounts. Evaluate the lowest and second lowest bidder, including obtaining information on past work history and physical resources.

4.6 Recommendation for Award

Prepare a recommendation for award of contract or other action and notify bidders of the action taken by the Town of Flower Mound.

4.7 Prepare Final Specifications

A final specification and contract book will be prepared incorporating the contractors executed contract documents and unit bid prices.

5.0 CONTRACT ADMINISTRATION

5.1 Pre-construction Meeting

Attend the pre-construction meeting with the selected contractor, prepare a record of the meeting, and distribute it to all attendees. Provide 3 sets of full size and 3 sets of half size plans and 3 sets of the specifications to the Town of Flower Mound for construction.

5.2 Site Visits – Not in Contract

5.3 Shop Drawing Review

Review shop drawings, submittals, substitutions and other documents provided by the contractor to determine compliance with the contract requirements and design intent. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of submittals and responses. Routine shop drawings

and submittals generally will be reviewed and returned within seven working days after receipt.

5.4 Request for Information

Respond to Request for Information received from the Contractor.

5.5 Final Inspection – Not in Contract

Assist the Town of Flower Mound in conducting a final inspection of the completed construction. Prepare a record of observations and items requiring correction by the contractor prior to final payment.

5.6 Prepare Record Drawings

Utilizing Contractor construction record information, prepare one set of black line 22"x 34" drawings (with "record drawing" stamp) and CD ROM disk containing scanned images of the 22" x 34" final "record drawing" black-line drawings. The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-specking, de-shading, de-skewing, etc). Each file shall be named in numeric order.

6.0 ADDITIONAL SERVICES

6.1 Texas Department of Licensing and Regulation (TDLR) Submittal.

Submit final plans and specifications to TDLR for all pedestrian improvements in excess of \$50,000.

7.0 EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Computer modeling and routing of wastewater flows.
- Title searches.
- Fees for permits and advertising.
- Traffic engineering report or studies.
- Floodplain reclamation plans.
- Full time inspection.
- Designs for trench safety.

- Retaining walls, etc. not included in proposal
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans).
- Consulting services by others not included in proposal.
- Quality control and testing services during construction.
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.
- Environmental Services / Archeological Research.
- Prepare to serve or serve as an expert witness on behalf of the Town in connection with any public hearings or legal proceedings.
- Sanitary sewer system improvements in Yucca
- Water system improvements in Woodbine
- Review monthly requests for payment from the contractor and prepare a recommendation for action by the Town of Flower Mound.
- Review the contractor's monthly progress reports and provide review comments to the Town of Flower Mound.
- Final TDLR call for inspection of constructed improvements. Associated TDLR inspection fees have been included in the fee schedule.
- This project includes the design of on-site facilities only. Design of any off-site road, utility or drainage facility extensions which may be required to serve the project is not included in the engineer's scope
- Street lighting and electrical design and layout.
- Landscape and Irrigation Design.
- TV Inspection of existing wastewater system.
- Subsurface Utility Engineering Quality Level (QL) A and B.
- Right-of –Way Determination or Acquisition Services.
- Environmental site assessments
- Wastewater capacity analysis or flow study

EXHIBIT B-2

TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

Town of Flower Mound

YUCCA DRIVE

T A S K / D E S C R I P T I O N	P R O J E C T M A N A G E R	S E N I O R P R O J E C T E N G I N E E R	D E S I G N E N G I N E E R	S U R V E Y T E C H	C A D D T E C H	R P L S	2-MAN F I E L D P A R T Y	A D M I N / C L E R I C A L	T O T A L M A N - H O U R S	R E I M B U R S A B L E S			S U B C O N S U L T S	T O T A L C O S T F O R T A S K (I N C L M U L T S)
										L A B O R C H A R G E S (D I R E C T)	P R I N T I N G P L O T T I N G	D E L I V , T R A V E L & M I S C		
TASK 1 - PRELIMINARY DESIGN ASSESSMENT														
1.1 PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25	\$44		\$1,682.31
SUBTOTAL HOURS/COSTS	2	4	8						14	\$548	\$25	\$44		\$1,682
T A S K / D E S C R I P T I O N	P R O J E C T M A N A G E R	S E N I O R P R O J E C T E N G I N E E R	D E S I G N E N G I N E E R	S U R V E Y T E C H	C A D D T E C H	R P L S	2-MAN F I E L D P A R T Y	A D M I N / C L E R I C A L	T O T A L M A N - H O U R S	L A B O R C H A R G E S (D I R E C T)	P R I N T I N G P L O T T I N G	D E L I V , T R A V E L & M I S C	S U B C O N S U L T S	T O T A L C O S T F O R T A S K (I N C L M U L T S)
TASK 2 - RIGHT-OF-WAY SURVEY - NIC														
2.1 FIELD WORK FOR ROW PARCEL														
2.2 ROW PARCEL METES AND BOUNDS - 5 PARCELS														
2.3 EASEMENT PARCEL METES AND BOUNDS - NIC														
SUBTOTAL HOURS/COSTS														
TASK 3 - FIELD TOPOGRAPHIC SURVEYING														
3.1 ESTABLISH PROJECT BENCHMARKS / LVL LOOP				4		2	8		14	\$538	\$20	\$125		\$1,729
3.2 SURVEY FOR DESIGN - TOPOGRAPHY		2	10	32	16	1	40		101	\$3,475	\$50	\$440		\$10,720
SUBTOTAL HOURS/COSTS		2	10	36	16	3	48		115	\$4,013	\$70	\$565		\$12,449
TASK 4 - ROADWAY DESIGN														
4.1 DESIGN HORIZONTAL ALIGNMENTS	1	2	4		8				15	\$474	\$25			\$1,420
4.2 DESIGN VERTICAL ALIGNMENTS	1	4	8		16				29	\$894	\$25			\$2,657
4.3 MISCELLANEOUS DETAILS	1	2	8		16				27	\$814	\$25			\$2,421
4.4 DESIGN SCHEMATIC PREPARATION	1	4	8		16				29	\$894	\$50			\$2,682
4.5 SUMMARY OF QUANTITIES	1	4	8		16				29	\$894	\$25			\$2,657
4.6 RETAINING WALL LAYOUT AND DESIGN	1	8	16		40				65	\$1,934	\$25		\$4,000	\$9,719
4.7 ASSEMBLE STANDARDS			8		8				16	\$480	\$25			\$1,438
4.8 TITLE SHEET AND INDEX			2		4				6	\$170	\$25			\$525
4.9 PROJECT LAYOUT	1	2	4	4	8				15	\$474	\$25			\$1,420
4.10 SURVEY CONTROL SHEETS					2				6	\$194	\$25			\$596
4.11 TYPICAL SECTIONS	1	2	4		8				15	\$474	\$25			\$1,420
4.12 REMOVAL ITEMS		2	4		8				14	\$420	\$25			\$1,261
SUBTOTAL HOURS/COSTS	8	30	74	4	150				266	\$8,116	\$325		\$4,000	\$28,219

EXHIBIT B-2

TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

T A S K / D E S C R I P T I O N	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			SUB CONSULTS	TOTAL COST FOR TASK (INCL MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
TASK 5 - DRAINAGE														
5.1 DRAINAGE AREA MAPS	1	2	8			16			27	\$814	\$25			\$2,421
5.2 MAP EXISTING STORM DRAINAGE		2	4			8			14	\$420	\$25			\$1,261
5.3 HYDROLOGY FOR STORM SEWER DESIGN		2	8						10	\$360	\$25			\$1,085
5.4 INLET CALCULATIONS	1	2	8			8			19	\$614	\$25			\$1,833
5.5 PIPE CALCULATIONS	1	2	8						11	\$414	\$25			\$1,244
5.6 DRAINAGE PLAN AND PROFILE	1	2	4			8			15	\$474	\$25			\$1,420
5.7 INLET DETAILS			2			4			6	\$170	\$25			\$525
5.8 MISCELLANEOUS DETAILS		2	4			8			14	\$420	\$25			\$1,261
5.9 DRAINAGE QUANTITIES			2			4			6	\$170	\$25			\$525
5.10 ASSEMBLE DRAINAGE STANDARDS			4			8			12	\$340	\$25			\$1,026
5.11 EROSION CONTROL PLAN	1	2	4			8			15	\$474	\$25			\$1,420
5.12 EROSION CONTROL DETAILS		2	4			8			14	\$420	\$25			\$1,261
5.13 EROSION CONTROL QUANTITIES			1			2			3	\$85	\$25			\$275
5.14 EROSION CONTROL STANDARDS			1			4			5	\$135	\$25			\$422
SUBTOTAL HOURS/COSTS										171	\$5,310	\$350		\$15,983
TASK 6 - SIGNING AND PAVEMENT MARKINGS														
6.1 DESIGN PAVEMENT MARKING LAYOUTS AND DETAILS	1	1	2			2			6	\$214				\$630.02
6.2 PAVEMENT MARKING DETAILS		1	2			2			5	\$160				\$471.04
6.3 ASSEMBLE PAVEMENT MARKING STANDARDS			1			2			3	\$85				\$250
SUBTOTAL HOURS/COSTS										14	\$459			\$1,351

EXHIBIT B-2
TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

T A S K / D E S C R I P T I O N	P R O J E C T M A N A G E R	S E N I O R P R O J E C T E N G I N E E R	D E S I G N E N G I N E E R	S U R V E Y T E C H	C A D D T E C H	R P L S	2-MAN F I E L D P A R T Y	A D M I N / C L E R I C A L	T O T A L M A N - H O U R S	R E I M B U R S A B L E S			S U B C O N S U L T S	T O T A L C O S T F O R T A S K (I N C L . M U L T S)
										L A B O R C H A R G E S (D I R E C T)	P R I N T I N G P L O T T I N G	D E L I V . T R A V E L & M I S C		
T A S K 7 - M I S C E L L A N E O U S (R O A D W A Y)														
7.1 T R A F F I C C O N T R O L P L A N S	2	4	8		20				34	\$1,048				\$3,085
7.2 T R A F F I C C O N T R O L T Y P I C A L S E C T I O N S	2	4	8		16				30	\$948				\$2,791
7.3 T R A F F I C C O N T R O L S T A N D A R D S			4		8				12	\$340				\$1,001
7.4 S T A T E M E N T O F P R O B A B L E C O N S T R U C T I O N C O S T	2	4	8		16				30	\$948	\$25			\$2,816
7.5 S P E C I F I C A T I O N D A T A A N D S P E C I A L P R O V I S I O N S		16	32					16	64	\$2,112	\$100			\$6,318
7.6 P R O J E C T A D M I N I S T R A T I O N								48	48	\$1,056				\$3,109
7.7 C O O R D I N A T I O N M E E T I N G S	8	8	8						24	\$1,032				\$3,038
7.8 Q A / Q C C O N S T R U C T A B I L I T Y R E V I E W	8	16							24	\$1,072				\$3,156
7.9 D E S I G N C O O R D I N A T I O N	2	2	8		4				16	\$594				\$1,698
S U B T O T A L H O U R S / C O S T S	24	54	76		64			64	282	\$9,150	\$125			\$27,063
T A S K 8 - U T I L I T Y D E S I G N - N I C														
8.1 W A T E R P L A N A N D P R O F I L E	2	20	66		80				168	\$5,218				\$15,361.79
8.2 W A S T E W A T E R P L A N A N D P R O F I L E	1	1	2						4	\$164				\$482.82
8.3 W A T E R A N D W A S T E W A T E R D E T A I L S	1	2							3	\$134				\$394
S U B T O T A L H O U R S / C O S T S	4	23	68		80				175	\$5,516				\$16,239

**TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET**

EXHIBIT B-2

T A S K / D E S C R I P T I O N	P R O J E C T M A N A G E R	S E N I O R P R O J E C T E N G I N E E R	D E S I G N E N G I N E E R	S U R V E Y T E C H	C A D D T E C H	R P L S	2-MAN F I E L D P A R T Y	A D M I N / C L E R I C A L	T O T A L M A N - H O U R S	R E I M B U R S A B L E S			S U B C O N S U L T S	T O T A L C O S T F O R T A S K (I N C L M U L T S)
										L A B O R C H A R G E S (D I R E C T)	P R I N T I N G P L O T T I N G	D E L I V , T R A V E L & M I S C		
T A S K 9 - S P E C I A L S E R V I C E S														
9.1 PAVEMENT DESIGN (GEOTECHNICAL)		4	8		4				16	\$540	\$25	\$50	\$6,000	\$7,664.76
9.2 LEVEL A SUE - NIC														
9.3 LEVEL B SUE - NIC														
9.4 BIDDING PHASE - NIC														
9.5 CONSTRUCTION PHASE - NIC			4						4	\$140	\$50	\$35	\$1,065	\$1,562.16
9.6 TDLR - SUBMITTAL AND REVIEW														
SUBTOTAL HOURS/COSTS		4	12		4				20	\$680	\$75	\$85	\$7,065	\$9,227
F E E S U M M A R Y														
TASK 1- PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25			\$1,638.31
TASK 2- RIGHT-OF-WAY SURVEY														
TASK 3 - FIELD TOPOGRAPHIC SURVEYING	8	2	10	36	16	3	48		115	\$4,013	\$70	\$565		\$12,449.27
TASK 4 - ROADWAY DESIGN	5	30	74	4	150				266	\$8,116	\$325		4000	\$28,218.50
TASK 5 - DRAINAGE	1	18	62		86				171	\$5,310	\$350			\$15,982.64
TASK 6 - SIGNING AND PAVEMENT MARKINGS	24	54	76		64			64	14	\$459	\$151			\$1,351.30
TASK 7 - MISCELLANEOUS (ROADWAY)	4	23	68		80				282	\$9,124				\$27,012.06
TASK 8 - UTILITY DESIGN - NIC		4	12		4				175	\$5,516	\$75	\$85	\$7,065	\$16,239.10
TASK 9 - SPECIAL SERVICES										\$680				\$9,226.92
TOTAL HOURS	44	137	315	40	406	3	48	64	1037					\$112,118
BASE HOURLY RATES	\$54.00	\$40.00	\$35.00	\$36.00	\$25.00	\$53.00	\$36.00	\$22.00						
BASE SALARIES & REIMB'S TOTAL	\$2,376	\$5,480	\$11,025	\$1,440	\$10,150	\$159	\$1,728	\$1,408		\$33,766	\$996	\$650	\$11,065	\$46,477
ADD-ON INDIRECT COSTS (156.00%)										\$52,675				\$52,675
SUBTOTAL										\$86,441	\$996	\$650	\$11,065	\$99,152
FEE ON IN-HOUSE LABOR COSTS @ 15%										\$12,966				\$12,966
TOTAL FEE (YUCCA):										\$99,407	\$996	\$650	\$11,065	\$112,118

EXHIBIT B-2

TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			SUB CONSULTS	TOTAL COST FOR TASK (INCL. MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		

WOODBINE STREET

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			SUB CONSULTS	TOTAL COST FOR TASK (INCL. MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
TASK 1 - PRELIMINARY DESIGN ASSESSMENT														
1.1 PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25	\$50		\$1,688.31
SUBTOTAL HOURS/COSTS	2	4	8						14	\$548	\$25	\$50		\$1,688

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			SUB CONSULTS	TOTAL COST FOR TASK (INCL. MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
TASK 2 - RIGHT-OF-WAY SURVEY - NIC														
2.1 FIELD WORK FOR ROW PARCEL														
2.2 ROW PARCEL METES AND BOUNDS														
2.3 EASEMENT PARCEL METES AND BOUNDS - NIC														
SUBTOTAL HOURS/COSTS														

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			SUB CONSULTS	TOTAL COST FOR TASK (INCL. MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
TASK 3 - FIELD TOPOGRAPHIC SURVEYING														
3.1 ESTABLISH PROJECT BENCHMARKS / LVL LOOP														
3.2 SURVEY FOR DESIGN - TOPOGRAPHY		2	10	4	16	2	8		14	\$538	\$20	\$50		\$1,653.87
						1	40		85	\$2,899	\$25	\$200		\$8,759.66
SUBTOTAL HOURS/COSTS		2	10	20	16	3	48		99	\$3,437	\$45	\$250		\$10,414

TASK/DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES			SUB CONSULTS	TOTAL COST FOR TASK (INCL. MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC		
TASK 4 - ROADWAY DESIGN														
4.1 DESIGN HORIZONTAL ALIGNMENTS	1	2	4		16				23	\$674	\$25	\$100		\$2,109.26
4.2 DESIGN VERTICAL ALIGNMENTS	2	4	8		16				30	\$948	\$25			\$2,815.91
4.3 MISCELLANEOUS DETAILS	2	4	8		16				30	\$948	\$25			\$2,815.91
4.4 DESIGN SCHEMATIC PREPARATION	2	4	8		16				30	\$948	\$25			\$2,815.91
4.5 SUMMARY OF QUANTITIES	4	8	16		24				52	\$1,696	\$25			\$5,018.02
4.6 RETAINING WALL LAYOUT AND DESIGN	1	4	8		16				29	\$894	\$25		\$2,500	\$5,156.94
4.7 ASSEMBLE STANDARDS					8				16	\$480	\$25			\$1,438.12
4.8 TITLE SHEET AND INDEX					4				6	\$170	\$25			\$525.48
4.9 PROJECT LAYOUT	1	4	8		16				21	\$694	\$25			\$2,068.14
4.10 SURVEY CONTROL SHEETS				4	8				12	\$344	\$25			\$1,037.74
4.11 TYPICAL SECTIONS	1	2	4		8				15	\$474	\$25			\$1,420.46
4.12 REMOVAL ITEMS		4	16		32				52	\$1,520	\$25			\$4,499.88
SUBTOTAL HOURS/COSTS	14	36	90	4	172				316	\$9,790	\$300	\$100		\$31,722

**TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET**

EXHIBIT B-2

T A S K / D E S C R I P T I O N	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES				SUB CONSULT'S	TOTAL COST FOR TASK (INCL. MULT'S)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC			
TASK 5 - DRAINAGE															
5.1 DRAINAGE AREA MAPS - NIC															
5.2 MAP EXISTING STORM DRAINAGE		2	4							22	\$620	\$25	\$25		\$1,875
5.3 HYDRAULICS REVIEW OF EXISTING BOX CULVERT		2	8			16				10	\$360	\$25			\$1,085
5.4 INLET CALCULATIONS - NIC															
5.5 PIPE CALCULATIONS - NIC															
5.6 DRAINAGE PLAN AND PROFILE - NIC															
5.7 INLET DETAILS			2						6		\$170	\$25			\$525
5.8 MISCELLANEOUS DETAILS		2	4						14		\$420	\$25			\$1,261
5.9 DRAINAGE QUANTITIES			2						6		\$170	\$25			\$525
5.10 ASSEMBLE DRAINAGE STANDARDS - NIC															
5.11 EROSION CONTROL PLAN	1	2	4						15		\$474	\$25			\$1,420
5.12 EROSION CONTROL DETAILS		2	4						14		\$420	\$25			\$1,261
5.13 EROSION CONTROL QUANTITIES			1						3		\$85	\$25			\$275
5.14 EROSION CONTROL STANDARDS			1						5		\$135	\$25			\$422
SUBTOTAL HOURS/COSTS										95	\$2,854	\$225	\$25		\$8,652
TASK 6 - SIGNING AND PAVEMENT MARKINGS															
6.1 DESIGN PAVEMENT MARKING LAYOUTS AND DETAILS	1	1	1							5	\$179				\$526.98
6.2 PAVEMENT MARKING DETAILS		1	1							4	\$125				\$368.00
6.3 ASSEMBLE PAVEMENT MARKING STANDARDS			1							3	\$85				\$250.24
SUBTOTAL HOURS/COSTS											\$389				\$1,145
TASK 7 - MISCELLANEOUS (ROADWAY)															
7.1 TRAFFIC CONTROL PLANS	2	4	8							34	\$1,048	\$25			\$3,110.31
7.2 TRAFFIC CONTROL TYPICAL SECTIONS	2	4	8							30	\$948	\$25			\$2,815.91
7.3 TRAFFIC CONTROL STANDARDS			4							12	\$340	\$25			\$1,025.96
7.4 STATEMENT OF PROBABLE CONSTRUCTION COST	2	4	8							30	\$948	\$25			\$2,815.91
7.5 SPECIFICATION DATA AND SPECIAL PROVISIONS		16	32							64	\$2,112	\$150			\$6,367.73
7.6 PROJECT ADMINISTRATION										48	\$1,056	\$25			\$3,133.86
7.7 COORDINATION MEETINGS	8	8	8							24	\$1,032				\$3,038.21
7.8 QA/QC CONSTRUCTABILITY REVIEW	8	16								24	\$1,072				\$3,155.97
SUBTOTAL HOURS/COSTS										22	52	68			\$25,464

EXHIBIT B-2
TOWN OF FLOWER MOUND
YUCCA DRIVE AND WOODBINE STREET

T A S K / D E S C R I P T I O N	PROJECT MANAGER	SENIOR PROJECT ENGINEER	DESIGN ENGINEER	SURVEY TECH	CADD TECH	RPLS	2-MAN FIELD PARTY	ADMIN / CLERICAL	TOTAL MAN- HOURS	REIMBURSABLES				SUB CONSULT'S	TOTAL COST FOR TASK (INCL MULTS)
										LABOR CHARGES (DIRECT)	PRINTING PLOTTING	DELIV, TRAVEL & MISC			
TASK 8 - UTILITY DESIGN															
8.1 WASTEWATER PLAN AND PROFILE	4	24	108		112				248	\$7,756					\$22,833.66
8.2 WATER AND WASTEWATER DETAILS					8				8	\$200					\$588.80
8.3 EOPCC	1	2	4						7	\$274					\$806.66
8.4 SPECIFICATIONS	1	2	4						7	\$274					\$785.61
SUBTOTAL HOURS/COSTS	6	28	116		120				270	\$8,504					\$25,036
TASK 9 - SPECIAL SERVICES															
9.1 PAVEMENT DESIGN (GEOTECHNICAL)		4							4	\$160					\$6,478
9.2 LEVEL A SUE - NIC															
9.3 LEVEL B SUE															
9.4 BIDDING PHASE															
9.5 CONSTRUCTION PHASE			4						4	\$140	\$50	\$35		\$1,065	\$1,562.16
9.6 TDLR - SUBMITTAL AND REVIEW															
SUBTOTAL HOURS/COSTS		4	4						8	\$300	\$50	\$35		\$7,065	\$8,033
F E E S U M M A R Y															
TASK 1- PRELIMINARY DESIGN ASSESSMENT	2	4	8						14	\$548	\$25				\$1,638.31
TASK 2- RIGHT-OF-WAY SURVEY - NIC									99	\$3,437	\$45	\$250			\$10,413.53
TASK 3 - FIELD TOPOGRAPHIC SURVEYING	14	36	90	4	172	3	48		316	\$9,790	\$300	\$100	\$2,500		\$31,721.76
TASK 4 - ROADWAY DESIGN					54				95	\$2,854	\$225	\$25			\$8,652.18
TASK 5 - DRAINAGE	1	10	30		6				12	\$389					\$1,145.22
TASK 6 - SIGNING AND PAVEMENT MARKINGS	1	2	3						64	\$8,556	\$275				\$25,463.86
TASK 7 - MISCELLANEOUS (ROADWAY)	22	52	68		120				266	\$8,504	\$50	\$35			\$25,035.78
TASK 8 - UTILITY DESIGN	6	28	116						270	\$300					\$8,033.20
TASK 9 - SPECIAL SERVICES		4	4												
TOTAL HOURS	46	138	329	24	428	3	48	64	1072						\$112,104
BASE HOURLY RATES	\$54.00	\$40.00	\$35.00	\$36.00	\$25.00	\$53.00	\$36.00	\$22.00							
BASE SALARIES & REIMB'S TOTAL	\$2,484	\$5,520	\$11,515	\$864	\$10,700	\$159	\$1,728	\$1,408		\$34,378	\$920	\$410	\$9,565		\$45,273
ADD-ON INDIRECT COSTS (156.00%)										\$53,630					\$53,630
SUBTOTAL										\$88,008	\$920	\$410	\$9,565		\$98,903
FEE ON IN-HOUSE LABOR COSTS @ 15%										\$13,201					\$13,201
TOTAL FEE (WOODBINE):										\$101,209	\$920	\$410	\$9,565		\$112,104
Total Fee (Yucca & Woodbine)															
\$224,222															



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: June 5, 2017

FROM: Jeff Garner, Director Of Facilities Management

ITEM: Consider approval of Amendment No. 2 to the Professional Services Agreement with Oxley Williams Tharp Architects, PLC., to complete Phase II of the architectural design services for the Police Department and Central Fire Station Renovation projects, for an amount of \$140,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On February 29, 2016 a Request for Proposal was issued and a notice to proposers was advertised. A review was conducted by the Facilities Management Division, Police Department, and Fire Department to ensure all requirements were met as specified for this service. Oxley Williams Tharp Architects (OWT) was selected as the architect for the project. On May 16, 2016 Town Council approved the award of the professional services agreement to OWT. OWT has completed Phase I for each project at the Central Fire Station and Police and Court buildings. As requested by the Facilities Management Division; OWT submitted an AIA G802 amendment to the professional services agreement for their services to complete phase II of the projects at the Central Fire Station and Police and Court buildings. This will include design, design development, construction documents and construction administration.

Phase II of the Police and Court Building project involves the study of the existing secured parking area for Police vehicles and the Town owned one acre parcel of property to the south of the existing Police building for secured parking and a storage building. Extensive drainage issues will be addressed as well as site lighting and a study for possible covered parking.

Phase II of the Central Fire Station project involves the continuation of the study done for the renovation of the main entrance, a study for a 3000 square foot addition to the administration side of the facility, and reorganization of the existing administration and training rooms. This will include HVAC, electrical, fire protection, plumbing and civil.

FISCAL IMPACT: \$140,000.00

Proposed Expenditure:	Account Number(s):
\$65,000.00	533-111-50101 Police Phase II
\$75,000.00	533-111-50102 Central Fire Phase II

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

DW

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Amendment to Professional Services Agreement

RECOMMENDATION: Move to approve Amendment No. 2 to the Professional Services Agreement with Oxley Williams Tharp Architects, PLC., to complete Phase II of the architectural design services for the Police Department and Central Fire Station Renovation projects, for an amount of \$140,000.00; and authorize the Mayor to execute same on behalf of the Town.



AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 002

TO: Mr. Jeff Garner
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 11, 2016

BETWEEN the Owner:

(Name and address)

Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, Texas 75028

and the Architect:

(Name and address)

Oxley Williams Tharp Architects, PLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

for the Project:

(Name and address)

Phase II - Flower Mound Police and Central Fire Station Renovations
Flower Mound, Texas

Authorization is requested

- ☒ to proceed with Additional Services.
- ☒ to incur additional Reimbursable Expenses.

As follows:

Phase II - Police and Court Building 4150 Kirkpatrick Lane

The work involves the study of the existing secured parking area for Police vehicles and Citizens Academy vehicles. The Town recently purchased an additional one acre parcel of property to the south of the existing building, which will need to be studied for secured parking and or a storage building. The new land will require a study of the entire site with extensive drainage issue being addressed. We will need to address site lighting of the parking areas. We are interested in OWT looking at the overall parking and finding a long term solution for parking the police vehicles in a secured environment with expansion capabilities. In addition we are looking to construct a storage building with electrical on site to house equipment, the location of this building has not been determined. After solving the parking issues the location of the storage building may become more evident. Finally the Chief is interest in covered parking for the Police vehicles. We will need all services Design, Design Development, Construction Documents and Construction Administration. One cost estimate needs to be factored into this project.

Phase II - Central Fire Station 3911 Broadway

The work involves the continuation of the study done for the flip flop of the main entrance, a study for a 3000 sqft. addition to the administration side of the facility, and reorganization of the existing administration and training rooms. This will include HVAC, Electrical, Fire Protection, Plumbing, etc. We will need all services Design, Design Development, Construction Documents and Construction Administration. One cost estimate needs to be factored into this project.

The following adjustments shall be made to compensation and time.

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User Notes:

(3B9ADA1B)

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Police Station Phase II - \$65,000

Fire Station Phase II - \$75,000

Time:

As mutually agreed upon by all parties

SUBMITTED BY:



(Signature)

Jim Tharp, Principal

(Printed name and title)

10 May 2017

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: June 5, 2017

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of final acceptance of the Individual Park Improvements (Glenwick Park Bridge) project; authorization for final payment to Wall Enterprises in the amount of \$8,949.55; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: This project is complete. This item provides for a final payment of \$8,949.55, which consists of retainage, for a final contract amount of \$89,495.50.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$8,949.55

Proposed Expenditure:	Account Number(s):
\$8,949.55	317-110-90761-6210

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Affidavit of All Bills Paid
2. Consent of Surety

RECOMMENDATION: Move to approve the final acceptance of the Individual Park Improvements (Glenwick Park Bridge) project; authorization for final payment to Wall Enterprises in the amount of \$8,949.55; and authorization for the Mayor to execute the same on behalf of the Town.



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Glenwick Park Bridge

Flower Mound, Texas

TO OWNER: (Name and address)

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, Texas 75028

ARCHITECT'S PROJECT NUMBER:

2016-52

CONTRACT FOR: Bridge

CONTRACT DATED: 10-3-2016

OWNER: ☒

ARCHITECT: ☐

CONTRACTOR: ☒

SURETY: ☐

OTHER: ☐

STATE OF: Texas

COUNTY OF: Dallas

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

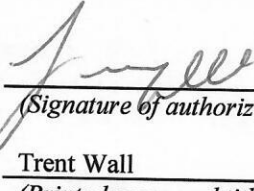
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Wall Enterprises

3721 Willowood Dr.

Garland, Texas 75040

BY: 

(Signature of authorized representative)

Trent Wall

(Printed name and title)

Subscribed and sworn to before me on this date:

April 26th, 2017

Notary Public: 

My Commission Expires:

12/11/2018



Gricelda Iglesias

Notary Public,

State of Texas

Expires: 12-11-2018

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

BOND # 1001065314

PROJECT: Individual Park Impv. Glenwick Park Bridge-Flower Mound, TX
(name, address)

TO: (Owner)
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

CONTRACT FOR: Concrete & Bridge

CONTRACT DATE: 10/3/2016

CONTRACTOR:

Wall Enterprises

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)

American Contractors Indemnity Company dba Texas Bonding Company
601 South Figueroa St, 16th Floor
Los Angeles, CA 90017

on bond of
(here insert name and address of Contractor)

,SURETY COMPANY,

Wall Enterprises
17667 East FM 273
Telephone, TX 75488-3677

,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 of its obligations to
(here insert name and address of Owner)

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

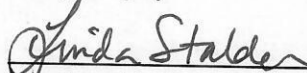
,OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 24th day of April, 2017.

American Contractors Indemnity Company dba Texas Bonding Company
Surety Company


Signature of Authorized Representative

Attest:
(seal): Jennifer Picchi Witness

Linda Stalder
Title Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Clem F. Lesch, Eric Lesch, Melissa Lesch, Steven Lewis, Jennifer Picchi or Linda Stalker

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Ten Million***** Dollars (\$ *10,000,000.00*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

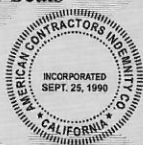
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

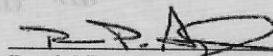
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
 WITNESS my hand and official seal.

Signature



(Seal)



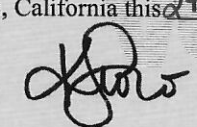
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of April, 2017.

Corporate Seals

Bond No. 1001065314
 Agency No. 17081




Kio Lo, Assistant Secretary



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: June 5, 2017

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Change Order No. 5, increasing the contract amount by \$81,939.18, final acceptance of the Sagebrush Drive project, and authorization for final payment to CD Builders, Inc., in the amount of \$298,797.98; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION:

The Sagebrush Drive project is complete. This project included the re-construction of the roadway, addition of medians, widening along Old Settlers, with traffic signal modifications for the lane configuration, and storm drains. This item provides for the final project acceptance, Change Order No. 5 for \$81,939.18 and a final payment of \$298,797.98, made up of \$176,245.47 of work completed, and \$122,552.51 of retainage, for a final contract amount of \$2,634,129.50.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$298,797.98

Proposed Expenditure:	Account Number(s):
\$21,674.00	505-220-78053
277,123.98	531-220-78053

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 5
2. Final Contract Estimate for Payment
3. Consent of Surety
4. Affidavit of Bills Paid

RECOMMENDATION: Move to approve Change Order No. 5, increasing the contract amount by \$81,939.18, final acceptance of the Sagebrush Drive project, and authorize the final payment to CD Builders, Inc., in the amount of \$298,797.98; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER

Effective Date: Effective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: CD Builders, Inc.
9008 Trinity Blvd.
Hurst, TX 76053

Project: Sagebrush Drive Improvements

CHANGE ORDER NO. 5

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
213	Remove and Replace Fire Hydrant NIC	Add	1	EA	\$3,677.63	\$3,677.63
221	8" Reinforced High Early Strength concrete pavement w/int. curb	Add	92	SY	\$52.76	\$4,853.92
225	Monolithic Median Nose	Add	3	EA	\$1,122.25	\$3,366.75
CO5-A	Steel Pipe Handrail	Add	1	LS	\$9,438.81	\$9,438.81
CO5-B	Tree Removal	Add	8	EA	\$1,319.96	\$10,559.68
CO5-C	Demolish curb& gutter and repour for new driveway	Add	1	LS	\$1,716.00	\$1,716.00
CO5-D	Demo existing median nose and paving and reconstruct at Devonshire Ct.	Add	1	LS	\$1,000.00	\$1,000.00
CO5-E	Flowable fill grout on culvert	Add	1	LS	\$2,750.00	\$2,750.00
CO5-F	Demo existing median nose and paving and reconstruct at STA:24+00	Add	1	LS	\$1,000.00	\$1,000.00
CO5-G	New water Service NIC	Add	1	LS	\$1,700.37	\$1,700.37
CO5-H	Cover 5' Inlet and replace with 6' Inlet	Add	1	LS	\$3,510.00	\$3,510.00
CO5-I	Driveway Modification	Add	1	LS	\$965.00	\$965.00
CO5-J	Retaining Wall with Stone Cladding	Add	164	SF	\$118.00	\$19,352.00
CO5-K	Driveway Demo and Reconstruct Driveway @ Salon Sage	Add	1	LS	\$3,065.00	\$3,065.00
CO5-L	Pavement and Subgrade replacement unforeseen conditions	Add	1	LS	\$9,615.02	\$9,615.02
CO5-M	Remove and replace driveway, curb and sidewalk	Add	1	LS	\$2,024.00	\$2,024.00
CO5-N	Demolition of ADA ramp and landing at Old Settlers/Sagebrush Drive	Add	1	LS	\$3,345.00	\$3,345.00
						\$81,939.18

Original Contract Price

Change Order No. 1

Change Order No. 2

Change Order No. 3

Change Order No. 4

Change Order No. 5

Revised Contract Price

\$2,439,999.99

\$4,990.85

\$10,890.55

\$81,309.31

\$14,999.62

\$81,939.18

\$2,634,129.50

Bid Item No. JUSTIFICATION

- 213 Fire Hydrant at Old Settlers that was required to be relocated was not picked up in the quantity verification.
- 221 Use of high early contract on a common drive that serves 5 residences allowing quick access to property.
- 225 Median noses omitted on the contract and modifications as required by traffic operations.
- CO5-A Provides for safety hand railing required omitted on the bid documents.
- CO5-B Removal of 8 large pine trees deemed a safety issue on the north side trail next to Elan Oaks.
- CO5-C Demolition of curb and reinstallation at home owners request for better access for vehicles with trailers.
- CO5-D Demolition of paving and nose & repouring of paving at Devonshire Ct. for better traffic access to Elan Oaks.
- CO5-E Flowable fill required to stabilize rock rip rap at the drainage culvert.
- CO5-F Demo of nose and paving & repour to provide better access to resident per their request.
- CO5-G New water service to allow for realignment of drive at residents request.
- CO5-H Cover 5' inlet and construct a 6' inlet to provide a wider turning radius for businesses at Long Prairie Road.
- CO5-I Driveway modification at the request of resident so they can pull trailers out of there property.
- CO5-J Additional retaining wall with stone cladding required to minimize damage to tree root systems.
- CO5-K Demolition and reconfiguration of driveway at Salon Sage and other businesses for a better transition.
- CO5-L Remove and replace 3 panels due to subgrade failure of unforeseen conditions.
- CO5-M Demolition and reconstruction of sidewalk, driveway and curb at business center west of 2499.
- CO5-N Demolition and reconfiguration of ADA ramp and landing at NW corner of Old Settlers and Sagebrush Drive.

Original Substantial Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Change Order No. 4 Additional Days

Change Order No. 5 Additional Days

Revised Substantial Completion Days

420

4

7

20

36

29

518

Original Final Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Change Order No. 4 Additional Days

Change Order No. 5 Additional Days

Revised Final Completion Days

450

4

7

20

36

29

548

Recommended
for ApprovalDavid Bauer
Construction Manager

Date

Contractor

Date

Contractor Title

Approved

Tom E. Hayden
Mayor, Town of Flower Mound

Date

4.26.17

Francisco Cuyed 4/25/17

Project Manager

Project: Sagebrush Drive Improvements

Estimate No.: 20 - CO5 & 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
101	MOBILIZATION	LS	1	\$ 225,961.79	\$ 225,961.79	0.90	0.10	1.00	\$ 203,365.61	\$ 22,596.18	\$ 225,961.79	100.0000%
102	TRAFFIC CONTROL	LS	1	\$ 88,835.95	\$ 88,835.95	1.00	0.00	1.00	88,835.95	-	88,835.95	100.0000%
103	R.O.W. PREPARATION	STA	30	\$ 3,294.64	\$ 98,839.20	30.00	0.00	30.00	98,839.20	-	98,839.20	100.0000%
104	PREPARE AND IMPLEMENT SWPPP	LS	1	\$ 5,759.75	\$ 5,759.75	1.00	0.00	1.00	5,759.75	-	5,759.75	100.0000%
105	PROJECT SIGNS	EA	4	\$ 525.74	\$ 2,102.96	4.00	0.00	4.00	2,102.96	-	2,102.96	100.0000%
200 CO4	UNCLASSIFIED EXCAVATION (ROADWAY AND CHANNEL)	CY	9,394.00	\$ 6.01	\$ 56,457.94	9394.00	0.00	9394.00	56,457.94	-	56,457.94	100.0000%
201	UNCLASSIFIED COMPACTED EARTH FILL (DC)	CY	667	\$ 19.67	\$ 13,119.89	667.00	0.00	667.00	13,119.89	-	13,119.89	100.0000%
202	REMOVE AND RESET EXISTING MAILBOX	EA	7	\$ 467.32	\$ 3,271.24	7.00	0.00	7.00	3,271.24	-	3,271.24	100.0000%
203	REMOVE AND REPLACE EXISTING BRICK MAILBOX	EA	10	\$ 1,109.90	\$ 11,099.00	10.00	0.00	10.00	11,099.00	-	11,099.00	100.0000%
204	REMOVE AND REPLACE EXISTING PAVEMENT MARKINGS (<=8")	LF	120	\$ 1.17	\$ 140.40	120.00	0.00	120.00	140.40	-	140.40	100.0000%
205	REMOVE EXISTING PAVEMENT MARKINGS (>8")	LF	1,190	\$ 1.17	\$ 1,392.30	1190.00	0.00	1190.00	1,392.30	-	1,392.30	100.0000%
206	REMOVE EXISTING PAVEMENT MARKINGS (WORD AND ARROW)	EA	6	\$ 23.37	\$ 140.22	6.00	0.00	6.00	140.22	-	140.22	100.0000%
207	REMOVE EXISTING DRAINAGE STRUCTURE	EA	35	\$ 297.68	\$ 10,418.80	35.00	0.00	35.00	10,418.80	-	10,418.80	100.0000%
208	REMOVE AND RELOCATED EXISTING WROUGHT IRON FENCE, GATE AND KEYPAD	LS	1	\$ 3,972.24	\$ 3,972.24	0.80	0.20	1.00	3,177.79	794.45	3,972.24	100.0000%
209 CO3	REMOVE AND RELOCATE BARBED WIRE FENCE	LF	100.00	\$ 7.89	\$ 789.00	100.00	0.00	100.00	789.00	-	789.00	100.0000%
210	REMOVE AND RELOCATE WHITE VINYL FENCE	LF	238	\$ 15.19	\$ 3,615.22	238.00	0.00	238.00	3,615.22	-	3,615.22	100.0000%
211	REMOVE AND RELOCATE WOOD FENCE AND GATE	LF	120	\$ 36.22	\$ 4,346.40	120.00	0.00	120.00	4,346.40	-	4,346.40	100.0000%
212	REMOVE AND RELOCATE EXISTING DECORATIVE LIGHT POLES	LS	2	\$ 5,549.45	\$ 11,098.90	1.00	1.00	2.00	5,549.45	5,549.45	11,098.90	100.0000%
213 CO5	REMOVE AND REPLACE FIRE HYDRANT	EA	6.00	\$ 3,677.63	\$ 22,065.78	5.00	1.00	6.00	18,388.15	3,677.63	22,065.78	100.0000%
214	ADJUST EXISTING MANHOLE TO GRADE	EA	2	\$ 1,377.92	\$ 2,755.84	2.00	0.00	2.00	2,755.84	-	2,755.84	100.0000%
215	2" CONDUIT (SCH. 40 PVC)	LF	216	\$ 6.54	\$ 1,412.64	216.00	0.00	216.00	1,412.64	-	1,412.64	100.0000%
216	3" CONDUIT (SCH. 40 PVC)	LF	154	\$ 10.28	\$ 1,583.12	60.00	94.00	154.00	616.80	966.32	1,583.12	100.0000%
217	4" CONDUIT (SCH. 40 PVC)	LF	216	\$ 11.10	\$ 2,397.60	112.00	104.00	216.00	1,243.20	1,154.40	2,397.60	100.0000%
218 CO4	8" LIME OR CEMENT SUBGRADE TREATMENT	SY	11,219.00	\$ 2.95	\$ 33,096.05	11219.00	0.00	11219.00	33,096.05	-	33,096.05	100.0000%
219 CO4	LIME/CEMENT	TON	257.00	\$ 170.58	\$ 43,839.06	257.00	0.00	257.00	43,839.06	-	43,839.06	100.0000%
220 CO4	8" REINFORCED CONCRETE PAVEMENT WITH 6" INTEGRAL CURB	SY	9,592.00	\$ 46.06	\$ 441,807.52	9592.00	0.00	9592.00	441,807.52	-	441,807.52	100.0000%
221 CO5	8" REIN8" REINFORCED HIGH EARLY STRENGTH CONCRETE PAVEMENT WITH 6" INTEGRAL CURB	SY	360.00	\$ 52.76	\$ 18,993.60	268.00	92.00	360.00	14,139.68	4,853.92	18,993.60	100.0000%
222	8"REINFORCED CONCRETE STAMPED PAVEMENT - MEDIANS	SY	673	\$ 99.67	\$ 67,077.91	673.00	0.00	673.00	67,077.91	-	67,077.91	100.0000%
223	6" REINFORCED CONCRETE STAMPED PAVEMENT - MEDIANS	SY	99	\$ 129.14	\$ 12,784.86	99.00	0.00	99.00	12,784.86	-	12,784.86	100.0000%
224	6" REINFORCED CONCRETE DRIVEWAYS	SY	1,132	\$ 49.10	\$ 55,581.20	1132.00	0.00	1132.00	55,581.20	-	55,581.20	100.0000%
225 CO5	MONOLITHIC MEDIAN NOSE	EA	11.00	\$ 1,122.25	\$ 12,344.75	8.00	3.00	11.00	8,978.00	3,366.75	12,344.75	100.0000%
226	REINFORCED CONCRETE PAVEMENT STREET HEADERS	LF	603	\$ 16.32	\$ 9,840.96	80.00	523.00	603.00	1,305.60	8,535.36	9,840.96	100.0000%
227	4" REINFORCED CONCRETE SIDEWALKS	SY	3,111	\$ 42.34	\$ 131,719.74	2356.01	754.99	3111.00	99,753.46	31,966.28	131,719.74	100.0000%
228	5.5" REINFORCED CONCRETE SIDEWALKS (8' TRAIL)	SY	430	\$ 40.72	\$ 17,509.60	430.00	0.00	430.00	17,509.60	-	17,509.60	100.0000%
229	BARRIER FREE RAMPS	EA	20	\$ 1,118.17	\$ 22,363.40	20.00	0.00	20.00	22,363.40	-	22,363.40	100.0000%
230	4" REFLECTIVE PAVEMENT MARKING (YELLOW)	LF	5,420	\$ 0.88	\$ 4,769.60	5420.00	0.00	5420.00	4,769.60	-	4,769.60	100.0000%
231	4" REFLECTIVE PAVEMENT MARKING (WHITE)	LF	4,874	\$ 0.88	\$ 4,289.12	4878.00	-4.00	4874.00	4,292.64	(3.52)	4,289.12	100.0000%
232	4" REFLECTIVE PAVEMENT MARKING (WHITE) (BROKEN)	LF	60	\$ 0.88	\$ 52.80	60.00	0.00	60.00	52.80	-	52.80	100.0000%
233	8"REFLECTIVE PAVEMENT MARKING (WHITE)	LF	745	\$ 1.75	\$ 1,303.75	745.00	0.00	745.00	1,303.75	-	1,303.75	100.0000%

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234	12" REFLECTIVE PAVEMENT MARKING (WHITE)	LF	1,002	\$ 4.09	\$ 4,098.18	1002.00	0.00	1002.00	4,098.18	-	4,098.18	100.0000%
235	24" REFLECTIVE PAVEMENT MARKING (WHITE)	LF	314	\$ 8.18	\$ 2,568.52	314.00	0.00	314.00	2,568.52	-	2,568.52	100.0000%
236	REFLECTIVE PAVEMENT MARKING (WORD)	EA	9	\$ 192.77	\$ 1,734.93	9.00	0.00	9.00	1,734.93	-	1,734.93	100.0000%
237	REFLECTIVE PAVEMENT MARKING (ARROW)	EA	9	\$ 169.41	\$ 1,524.69	9.00	0.00	9.00	1,524.69	-	1,524.69	100.0000%
238	RAISED PAVEMENT MARKER TYPE II-C-R	EA	158	\$ 4.09	\$ 646.22	158.00	0.00	158.00	646.22	-	646.22	100.0000%
239	RAISED PAVEMENT MARKER TYPE II A-A	EA	44	\$ 4.09	\$ 179.96	44.00	0.00	44.00	179.96	-	179.96	100.0000%
240	RAISED PAVEMENT MARKER TYPE II B-B	EA	6	\$ 5.84	\$ 35.04	6.00	0.00	6.00	35.04	-	35.04	100.0000%
241	ROADSIDE SIGN ASSEMBLY (RELOCATION)	EA	3	\$ 461.48	\$ 1,384.44	3.00	0.00	3.00	1,384.44	-	1,384.44	100.0000%
242	ROADSIDE SIGN ASSEMBLY (NEWE INSTALLATION)	EA	16	\$ 461.48	\$ 7,383.68	15.00	1.00	16.00	6,922.20	461.48	7,383.68	100.0000%
243	REPAIR, REPLACE, AND/OR MODIFY EXISTING IRRIGATION SYSTEMS	LS	1	\$ 24,300.74	\$ 24,300.74	0.80	0.20	1.00	19,440.59	4,860.15	24,300.74	100.0000%
244	REPAIR, REPLACE AND/OR MODIFY EXISTING LANDSCAPE	LS	1	\$ 30,375.93	\$ 30,375.93	1.00	0.00	1.00	30,375.93	-	30,375.93	100.0000%
245	BLOCK SODDING	SY	5,861	\$ 3.97	\$ 23,268.17	5567.00	294.00	5861.00	22,100.99	1,167.18	23,268.17	100.0000%
246	TEMPORARY PAVING	SY	1,808	\$ 43.04	\$ 77,816.32	1808.00	0.00	1808.00	77,816.32	-	77,816.32	100.0000%
247	RETAINING WALLS WITH STONE CLADDING	LS	135.00	\$ 435.85	\$ 58,839.75	135.00	0.00	135.00	58,839.75	-	58,839.75	100.0000%
300	INSTALLATION OF HIGHWAY TRAFFIC SIGNALS	EA	2	\$ 46,440.11	\$ 92,880.22	2.00	0.00	2.00	92,880.22	-	92,880.22	100.0000%
301	REMOVE AND DELIVER EXISTING TRAFFIC SIGNAL POLE AND MAST ARM ASSEMBLY	EA	3	\$ 876.23	\$ 2,628.69	3.00	0.00	3.00	2,628.69	-	2,628.69	100.0000%
302	32' TRAFFIC SIGNAL POLE AND MAST ARM WITH LUMINAIRE	EA	1	\$ 9,323.08	\$ 9,323.08	1.00	0.00	1.00	9,323.08	-	9,323.08	100.0000%
303 CO3	40' TRAFFIC SIGNAL POLE AND MAST ARM WITHOUT LUMINAIRE	EA	1.00	\$ 10,660.78	\$ 10,660.78	1.00	0.00	1.00	10,660.78	-	10,660.78	100.0000%
304	REMOVE AND RELOCATE 65' TRAFFIC SIGNAL POLE AND MAST ARM WITH LUMINAIRE	EA	1	\$ 5,257.37	\$ 5,257.37	1.00	0.00	1.00	5,257.37	-	5,257.37	100.0000%
305	DRILL SHAFT (36 IN)	LF	39	\$ 292.07	\$ 11,390.73	39.00	0.00	39.00	11,390.73	-	11,390.73	100.0000%
306	DRILL SHAFT (48 IN)	LF	22	\$ 356.34	\$ 7,839.48	22.00	0.00	22.00	7,839.48	-	7,839.48	100.0000%
307	REMOVE AND RELOCATE PED POLE ASSEMBLY (INCLUDING FOUNDATION)	EA	4	\$ 1,226.72	\$ 4,906.88	4.00	0.00	4.00	4,906.88	-	4,906.88	100.0000%
308	PEDESTIRAN SIGNAL SECTIONS (COUNTDOWN)	EA	4	\$ 654.26	\$ 2,617.04	4.00	0.00	4.00	2,617.04	-	2,617.04	100.0000%
309	REMOVE AND RELOCATE PEDESTIRAN SIGNAL SECTIONS (COUNTDOWN)	EA	4	\$ 233.66	\$ 934.64	4.00	0.00	4.00	934.64	-	934.64	100.0000%
310 CO3	PEDESTRIAN PUSH BUTTON AND SIGN ASSEMBLIES (APS COMPLIANT)	EA	16.00	\$ 1,343.56	\$ 21,496.96	8.00	8.00	16.00	10,748.48	10,748.48	21,496.96	100.0000%
311	4" PVC CONDUIT	LF	243	\$ 11.10	\$ 2,697.30	200.00	43.00	243.00	2,220.00	477.30	2,697.30	100.0000%
312	4" PVC CONDUIT (BORED)	LF	379	\$ 23.07	\$ 8,743.53	187.00	192.00	379.00	4,314.09	4,429.44	8,743.53	100.0000%
313	GROUND BOXES	EA	4	\$ 642.57	\$ 2,570.28	4.00	0.00	4.00	2,570.28	-	2,570.28	100.0000%
314	SIGNAL HEAD (RED)	EA	2	\$ 257.03	\$ 514.06	2.00	0.00	2.00	514.06	-	514.06	100.0000%
315	SIGNAL HEAD (YELLOW)	EA	2	\$ 257.03	\$ 514.06	2.00	0.00	2.00	514.06	-	514.06	100.0000%
316	SIGNAL HEAD (GREEN)	EA	2	\$ 257.03	\$ 514.06	2.00	0.00	2.00	514.06	-	514.06	100.0000%
317	SIGNAL HEAD (RED ARROW)	EA	4	\$ 257.03	\$ 1,028.12	4.00	0.00	4.00	1,028.12	-	1,028.12	100.0000%
318	SIGNAL HEAD (YELLOW ARROW)	EA	9	\$ 257.03	\$ 2,313.27	9.00	0.00	9.00	2,313.27	-	2,313.27	100.0000%
319	SIGNAL HEAD (GREEN ARROW)	EA	5	\$ 257.03	\$ 1,285.15	5.00	0.00	5.00	1,285.15	-	1,285.15	100.0000%
320	REMOVE AND RELOCATE 3-SECTION SIGNAL HEAD	EA	4	\$ 280.39	\$ 1,121.56	4.00	0.00	4.00	1,121.56	-	1,121.56	100.0000%
321	REMOVE AND RELOCATE 5-SECTION SIGNAL HEAD	EA	1	\$ 303.76	\$ 303.76	1.00	0.00	1.00	303.76	-	303.76	100.0000%
322	1 CONDUCTOR #6 BARE WIRE	LF	237	\$ 1.05	\$ 248.85	237.00	0.00	237.00	248.85	-	248.85	100.0000%
323	1 CONDUCTOR #6 XHHW WIRE	LF	500	\$ 0.93	\$ 465.00	210.00	290.00	500.00	195.30	269.70	465.00	100.0000%
324	APS CABLE, 2 CONDUCTOR	LF	917	\$ 1.34	\$ 1,228.78	668.00	249.00	917.00	895.12	333.66	1,228.78	100.0000%

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325	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR (TY A)(14 AWG)	LF	460	\$ 1.29	\$ 593.40	460.00	0.00	460.00	593.40	-	593.40	100.0000%
326	TRAFFIC SIGNAL CABLE, 7 CONDUCTOR (TY A)(14 AWG)	LF	221	\$ 1.64	\$ 362.44	221.00	0.00	221.00	362.44	-	362.44	100.0000%
327	TRAFFIC SIGNAL CABLE, 20 CONDUCTOR (TY A)(14 AWG)	LF	764	\$ 4.91	\$ 3,751.24	764.00	0.00	764.00	3,751.24	-	3,751.24	100.0000%
328	OPTICOM CABLE, 3 CONDUCTOR	LF	864	\$ 1.05	\$ 907.20	864.00	0.00	864.00	907.20	-	907.20	100.0000%
329	REMOVE AND RELOCATE VIDEO IMAGING VEHICLE DETECTION SYSTEM, CAMERA ASSEMBLY	EA	2	\$ 566.63	\$ 1,133.26	2.00	0.00	2.00	1,133.26	-	1,133.26	100.0000%
330	REMOVE AND RELOCATE RADAR DETECTION SYSTEM ASSEMBLY	EA	2	\$ 794.45	\$ 1,588.90	2.00	0.00	2.00	1,588.90	-	1,588.90	100.0000%
331	RADAR CABLE (PROVIDED BY TOWN)	LF	303	\$ 0.58	\$ 175.74	303.00	0.00	303.00	175.74	-	175.74	100.0000%
332	VIVDS COMMUNICATION CABLE	LF	582	\$ 2.92	\$ 1,699.44	582.00	0.00	582.00	1,699.44	-	1,699.44	100.0000%
333	UNI-DIRECTIONAL OPTICOM DETECTOR (REMOVE AND RELOCATE)	EA	4	\$ 122.68	\$ 490.72	4.00	0.00	4.00	490.72	-	490.72	100.0000%
400	18" RCP (CL III)	LF	777	\$ 40.57	\$ 31,522.89	777.00	0.00	777.00	31,522.89	-	31,522.89	100.0000%
401	24" RCP (CL III)	LF	323	\$ 63.57	\$ 20,533.11	323.00	0.00	323.00	20,533.11	-	20,533.11	100.0000%
402	30" RCP (CL III)	LF	479	\$ 86.44	\$ 41,404.76	479.00	0.00	479.00	41,404.76	-	41,404.76	100.0000%
403	36" RCP (CL III)	LF	78	\$ 123.05	\$ 9,597.90	78.00	0.00	78.00	9,597.90	-	9,597.90	100.0000%
404	42" RCP (CL III)	LF	150	\$ 164.45	\$ 24,667.50	150.00	0.00	150.00	24,667.50	-	24,667.50	100.0000%
405	3'X2' RCB (CL III)	LF	153	\$ 182.96	\$ 27,992.88	153.00	0.00	153.00	27,992.88	-	27,992.88	100.0000%
406	7'X3' RCB (CL III)	LF	232	\$ 379.07	\$ 87,944.24	232.00	0.00	232.00	87,944.24	-	87,944.24	100.0000%
407 CO3	7'X4' RCB (CL III)	LF	38.00	\$ 404.49	\$ 15,370.62	38.00	0.00	38.00	15,370.62	-	15,370.62	100.0000%
408	TRENCH SAFETY SYSTEM FOR STORM DRAINS, WATER AND SANITARY SEWER LINES	LF	2,030	\$ 1.11	\$ 2,253.30	2030.00	0.00	2030.00	2,253.30	-	2,253.30	100.0000%
409	STD. 10' RECESSED CURB INLET	EA	6	\$ 3,785.44	\$ 22,712.64	6.00	0.00	6.00	22,712.64	-	22,712.64	100.0000%
410	STD. 15' RECESSED CURB INLET	EA	3	\$ 4,381.14	\$ 13,143.42	3.00	0.00	3.00	13,143.42	-	13,143.42	100.0000%
411	STD. 20' RECESSED CURB INLET	EA	3	\$ 4,965.29	\$ 14,895.87	3.00	0.00	3.00	14,895.87	-	14,895.87	100.0000%
412	STD. 10' RECESSED CURB INLET WITH OPEN BACK	EA	2	\$ 4,754.30	\$ 9,508.60	2.00	0.00	2.00	9,508.60	-	9,508.60	100.0000%
413	STD. 20' RECESSED CURB INLET WITH OPEN BACK	EA	1	\$ 5,257.37	\$ 5,257.37	1.00	0.00	1.00	5,257.37	-	5,257.37	100.0000%
414	STD. 10' CURB INLET	EA	2	\$ 3,504.92	\$ 7,009.84	2.00	0.00	2.00	7,009.84	-	7,009.84	100.0000%
415	STD. 20' CURB INLET	EA	1	\$ 4,673.22	\$ 4,673.22	1.00	0.00	1.00	4,673.22	-	4,673.22	100.0000%
416	CONCRETE HEADWALL	EA	2	\$ 37,126.38	\$ 74,252.76	2.00	0.00	2.00	74,252.76	-	74,252.76	100.0000%
417 CO2	STORM DRAIN MANHOLE TYPE 3 SDMH	EA	2.00	\$ 4,089.07	\$ 8,178.14	2.00	0.00	2.00	8,178.14	-	8,178.14	100.0000%
418	STORM DRAIN MANHOLE 4'X4'	EA	1	\$ 5,257.37	\$ 5,257.37	1.00	0.00	1.00	5,257.37	-	5,257.37	100.0000%
419	TYPE F GROUTED STONE RIPRAP	SF	2,640	\$ 6.34	\$ 16,737.60	2640.00	0.00	2640.00	16,737.60	-	16,737.60	100.0000%
420	12" WATER LINE LOWERING	EA	10	\$ 8,289.26	\$ 82,892.60	10.00	0.00	10.00	82,892.60	-	82,892.60	100.0000%
421	JUNCTION BOX	EA	1	\$ 7,009.83	\$ 7,009.83	1.00	0.00	1.00	7,009.83	-	7,009.83	100.0000%
422	WATER LINE LOWERING (AT CULVERT)	EA	1	\$ 9,896.64	\$ 9,896.64	1.00	0.00	1.00	9,896.64	-	9,896.64	100.0000%
500	STREET LIGHTING	LS	1	\$ 48,192.58	\$ 48,192.58	1.00	0.00	1.00	48,192.58	-	48,192.58	100.0000%

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CO1-A	TEMPORARY STRIPING	LS	1.00	\$ 1,764.00	\$ 1,764.00	1.00	0.00	1.00	1,764.00	-	1,764.00	100.0000%
CO1-B	NIGHT WORK OUTSIDE OF CONTRACT	LS	1.00	\$ 1,680.72	\$ 1,680.72	1.00	0.00	1.00	1,680.72	-	1,680.72	100.0000%
CO1-C	EXPLORATORY DIGGING FOR CASING	LS	1.00	\$ 1,546.13	\$ 1,546.13	1.00	0.00	1.00	1,546.13	-	1,546.13	100.0000%
CO2-A	NEW SERVICES	LS	4.00	\$ 1,700.37	\$ 6,801.48	4.00	0.00	4.00	6,801.48	-	6,801.48	100.0000%
CO3-A	48' TRAFFIC SIGNAL POLE AND MAST ARM WITHOUT LUMINAIRE	EA	1.00	\$ 12,828.75	\$ 12,828.75	1.00	0.00	1.00	12,828.75	-	12,828.75	100.0000%
CO3-B	EQUIPMENT RENTAL FOR ALL WORK RELATED TO WATERLINE LOWERING AROUND BOX CULVERT AND 60" STORM LINE	LS	1.00	\$ 25,809.88	\$ 25,809.88	1.00	0.00	1.00	25,809.88	-	25,809.88	100.0000%
CO3-C	12" WATERLINE LOWERING INCLUDING OVER TIME LABOR, BENDS, FITTINGS, THRUST BLOCKING & RESTRAINTS AS REQUIRED	LS	1.00	\$ 29,915.29	\$ 29,915.29	1.00	0.00	1.00	29,915.29	-	29,915.29	100.0000%
CO3-D	FLOWABLE FILL FOR SUBGRADE AT BOX CULVERT	LS	1.00	\$ 4,297.03	\$ 4,297.03	1.00	0.00	1.00	4,297.03	-	4,297.03	100.0000%
CO4-A	SAWCUT AND REMOVE EXISTING CURB	LS	1.00	\$ 442.00	\$ 442.00	1.00	0.00	1.00	442.00	-	442.00	100.0000%
CO4-B	2 FOOT CONCRETE MEDIAN NOSE	SY	23.00	\$ 35.00	\$ 805.00	23.00	0.00	23.00	805.00	-	805.00	100.0000%
CO5-A	Steel Pipe Handrail	LS	1.00	\$ 9,438.81	\$ 9,438.81	0.00	1.00	1.00	-	9,438.81	9,438.81	100.0000%
CO5-B	Tree Removal	EA	8.00	\$ 1,319.96	\$ 10,559.68	0.00	8.00	8.00	-	10,559.68	10,559.68	100.0000%
CO5-C	Demolish curb & gutter and repour for new driveway	LS	1.00	\$ 1,716.00	\$ 1,716.00	0.00	1.00	1.00	-	1,716.00	1,716.00	100.0000%
CO5-D	Demo existing median nose and paving and reconstruct at Devonshire Ct.	LS	1.00	\$ 1,000.00	\$ 1,000.00	0.00	1.00	1.00	-	1,000.00	1,000.00	100.0000%
CO5-E	Flowable fill grout on culvert	LS	1.00	\$ 2,750.00	\$ 2,750.00	0.00	1.00	1.00	-	2,750.00	2,750.00	100.0000%
CO5-F	Demo existing median nose and paving and reconstruct at STA:24+00	LS	1.00	\$ 1,000.00	\$ 1,000.00	0.00	1.00	1.00	-	1,000.00	1,000.00	100.0000%
CO5-G	New water Service NIC	LS	1.00	\$ 1,700.37	\$ 1,700.37	0.00	1.00	1.00	-	1,700.37	1,700.37	100.0000%
CO5-H	Cover 5' Inlet and replace with 6' Inlet	LS	1.00	\$ 3,510.00	\$ 3,510.00	0.00	1.00	1.00	-	3,510.00	3,510.00	100.0000%
CO5-I	Driveway Modification	LS	1.00	\$ 965.00	\$ 965.00	0.00	1.00	1.00	-	965.00	965.00	100.0000%
CO5-J	Retaining Wall with Stone Cladding	SF	164.00	\$ 118.00	\$ 19,352.00	0.00	164.00	164.00	-	19,352.00	19,352.00	100.0000%
CO5-K	Driveway Demo and Reconstruct Driveway @ Salon Sage	LS	1.00	\$ 3,065.00	\$ 3,065.00	0.00	1.00	1.00	-	3,065.00	3,065.00	100.0000%
CO5-L	Pavement and Subgrade replacement unforeseen conditions	LS	1.00	\$ 9,615.02	\$ 9,615.02	0.00	1.00	1.00	-	9,615.02	9,615.02	100.0000%
CO5-M	Remove and Replace Driveway, Curb and Sidewalk	LS	1.00	\$ 2,024.00	\$ 2,024.00	0.00	1.00	1.00	-	2,024.00	2,024.00	100.0000%
CO5-N	Demolition of ADA Ramp and Landing at Old Settlers/Sagebrush Drive	LS	1.00	\$ 3,345.00	\$ 3,345.00	0.00	1.00	1.00	-	3,345.00	3,345.00	100.0000%
TOTAL					2,634,129.50				2,457,884.02	176,245.48	2,634,129.50	100.0000%



April 24, 2017

RE: CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Sagebrush Drive Improvements
OWNER: Town of Flower Mound
CONTRACTOR: CD Builders, Inc.
BOND NO.: 1301158000587

To whom it may concern:

At the request of **CD Builders, Inc.** contractor under the project in caption, we wish to confirm that we have no objection to the release of any amounts due to them for work performed on this contract, inasmuch any payment must be issued to **MAPFRE PRAICO Insurance Company**.

This release in no way affects our obligation under the bond whereby the Company assumes responsibility for any claim that may arise against this contractor under the terms and conditions of the bond.

Cordially

A handwritten signature in black ink, appearing to read "R. A. De Soto Lopez", with a horizontal line extending to the right.

Roberto A. De Soto Lopez
Attorney-in-fact

AFFIDAVIT OF BILLS PAID

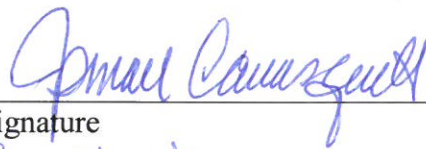
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

Personally, before me the undersigned authority, on this day appeared Ismael Carrasquillo, who being duly sworn on oath, says that he is a legal representative of CD BUILDERS INC., and that the contract for the construction of the project, designated as:

SAGEBRUSH DRIVE RECONSTRUCTION, TOWN OF FLOWER MOUND

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

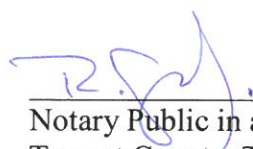


Signature
President

Title

Sworn to and subscribed before me this, the 21st day of April, 2017.





Notary Public in and for
Tarrant County, Texas



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: June 5, 2017

FROM: Gary Bertagnolli, Director of IT

ITEM: Consider approval of two phase fiber line redirection project, and connection to the new Town Hall, through Spectrum Enterprise in the amount of \$57,954.60.

BACKGROUND INFORMATION: Currently, all Town network and internet lines run under the New Town Hall construction site. These lines need to be moved to the east side of current Town Hall so construction may begin. Once construction is completed, these lines will be redirected and connected to the New Town Hall.

Phase 1: Relocate the Spectrum fiber feeds for the fiber internet access circuits and iNET fiber services that feed into the current Town Hall building to allow for the new Town Hall building construction. The relocation placement requirements were completed with the Spectrum technician and IT Director for the Town of Flower Mound.

Phase 2: Complete a hot cut to swing the fiber internet access connection and iNET hub connectivity to be active in the New Town Hall building, terminating the connectivity in the old Town Hall building. This hot cut will be scheduled with the Town of Flower Mounds Information Technology Team.

Note: This is a single source. The lines belong to the Town's Spectrum iNET agreement that provides dedicated high speed connections between Town buildings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$57,954.60

Proposed Expenditure:

Account Number(s):

\$57,954.60

533-111-62017-6090

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Spectrum proposal

DRAFT MOTION: Move to approve the two phase fiber line redirection project, and connection to the new Town Hall, through Spectrum Enterprise in the amount of \$57,954.60.

**Proposal
For
Town of Flower Mound**

**Submitted by:
Victoria J. Smith**

Spectrum Enterprise

**May 18th, 2017
Quote valid for 30 Days**

CONFIDENTIAL



Executive Summary

I would like to take this opportunity to thank you for utilizing Spectrum for your Telecommunication service needs. In response to these service needs, we are proposing a two phased approach for the Fiber Internet Access and iNET fiber relocation for the new Town Hall building construction.

In choosing Spectrum as your provider, Town of Flower Mound will have the assurance of partnering with a vendor that implements state of the art technology with world class customer support. Our experience allows us to provide reliable, flexible services that are competitively priced. With our extensive cable experience and robust fiber optic network, we have progressed into the Metro Ethernet and Dedicated Internet market offering hundreds of thousands of route miles of fiber and thousands of on-net buildings across the nation.

Spectrum Fiber Internet Access and Metro Ethernet Features and Benefits include:

- **Flexibility to scale from 25 Mbps to over 10 Gbps.**
- No Equipment Purchase Required: Spectrum provides all necessary equipment, installation and maintenance
- No Technical Expertise Required: Dedicated, toll free technical support available 365x24x7 frees your staff from potential support issues
- Financial Stability: Charter Communications (NASDAQ: CHTR) is America's fastest growing Internet, Voice Cable TV company, and continues to pace the industry with annual revenues exceeding \$10B.
- 100% Fiber Network that is wholly owned and operated by Charter: A Proactively Managed Network with aggressive Service Level Agreements on all Fiber Services
- Trusted Business Partner: Charter is currently the second largest cable operator provider in the United States. The company has achieved growth through innovation and acquisitions of cable properties, most recently completing transactions with Time Warner Cable and Bright House Networks.

Please let me know if you have any questions regarding our solution offerings. I look forward to the opportunity of earning your business.

Best Regards,

Victoria J. Smith

Victoria J. Smith

Major Account Executive, Government & Education – Texas Region
Spectrum (Charter Communications, formerly Time Warner Cable)
Direct: 972-841-9020 | Email: victoria.smith@charter.com



Proposed Services

Phase 1: Relocate the Spectrum fiber feeds for the fiber internet access circuits and iNET fiber services that feed into the current Town Hall building to allow for the new Town Hall building construction. The relocation placement requirements were completed with the Spectrum technician and IT Director for the Town of Flower Mound.

Phase 2: Complete a hot cut to swing the fiber internet access connection and iNET hub connectivity to be active in the new Town Hall building, terminating the connectivity in the old Town Hall building. This hot cut will be scheduled with the Town of Flower Mounds Information Technology Team.

A One-time Non-Recurring Charge of **\$57,954.60** is required to cover Spectrums cost to complete the two phased fiber relocation services detailed above.

One Time Non Recurring Charge (NRC): One Time Non Recurring Charge for the installation of services.

Service Order and Activation Process: Once you email Victoria a signed Purchase Order, Victoria will partner with her Project Manager to fulfill the order. The Project Manager will communicate milestones of service delivery, and coordinate scheduling. Once services are installed, Victoria will remain your main point of contact for all things Spectrum related.

Purchase Order Instructions

Please make sure the PO includes all of the following information, and that the PO is signed:

Service Address: 2121 Cross Timbers Rd, Flower Mound, TX 75028

Billing Address: 2121 Cross Timbers Rd, Flower Mound, TX 75028

\$57,954.60 One-Time Non-Recurring Charge for Spectrum Enterprise to complete the two phased fiber relocation services detailed on the attached proposal dated May 18th, 2017.



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: June 5, 2017

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0004 – Highland Court) to amend Planned Development District-137 (PD-137) with high density and medium density single family detached residential uses to modify the development standards regarding increasing maximum building height, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Long Prairie Road and north and east of Rippy Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 22, 2017, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

LEGAL REVIEW: Ashley Dierker of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

DRAFT MOTION: Move to approve a request for rezoning (ZPD17-0004 – Highland Court) to amend Planned Development District-137 (PD-137) with high density and medium density single family detached residential uses to modify the development standards regarding increasing maximum building height, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: May 22, 2017

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD17-0004 – Highland Court) to amend Planned Development District-137 (PD-137) with high density and medium density single family detached residential uses to modify the development standards regarding increasing maximum building height. The property is generally located west of Long Prairie Road and north and east of Rippy Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

Planned Development District-137 (PD-137) encompasses approximately 30.12 acres and is being developed with 97 single-family detached residential lots, open space lots, and a two-acre park. The purpose of this request is to amend the PD standard associated with the maximum building height of the homes in order to allow the builder to offer their latest floor plans and elevations (see applicant's Letter of Intent). All other development standards will remain the same.

A. Proposed amendment to the PD-137 development standards (in red):

Residential Lot Standards

Table 1

Lot Type	Type 1 – 70' x 143' (minimum size)	Type 2 – 50' x 130' (minimum size)
Building Height	2 stories or 32 feet	2 stories or 32 feet

Although the current PD-137 standard specifies a maximum height of two stories and 26 feet, the Town regulation for all residential zoning districts, including SF-10 and SF-5, is three stories, 35 feet. Therefore, the proposed height standard

will continue to be more restrictive than what is allowed in other residential areas in town, such as in the nearby Bradford Park development. The restriction on the maximum height of two stories remains intact.

On April 20, 2015, the Town Council approved a request for a Master Plan Amendment (MPA15-0001) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, to change the land use designation from Low Density Residential, Professional Office, and Neighborhood Retail uses to High Density and Medium Density Residential single family detached uses within Specific Plan Area 5 (SPA 5). At the same meeting, the Town Council approved a request for rezoning (ZPD15-0001) from Agricultural District (A) to Planned Development District No. 137 (PD-137) with high density and medium density single family detached residential uses (See Attachment A(3)).

On June 1, 2015, the Town Council approved a request for a Development Plan (DP15-0003 – Highland Court) to develop a residential subdivision and acceptance of cash in lieu of land in the amount of \$215,071.34 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$134,636.00.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, staff had not received any correspondence regarding this request.

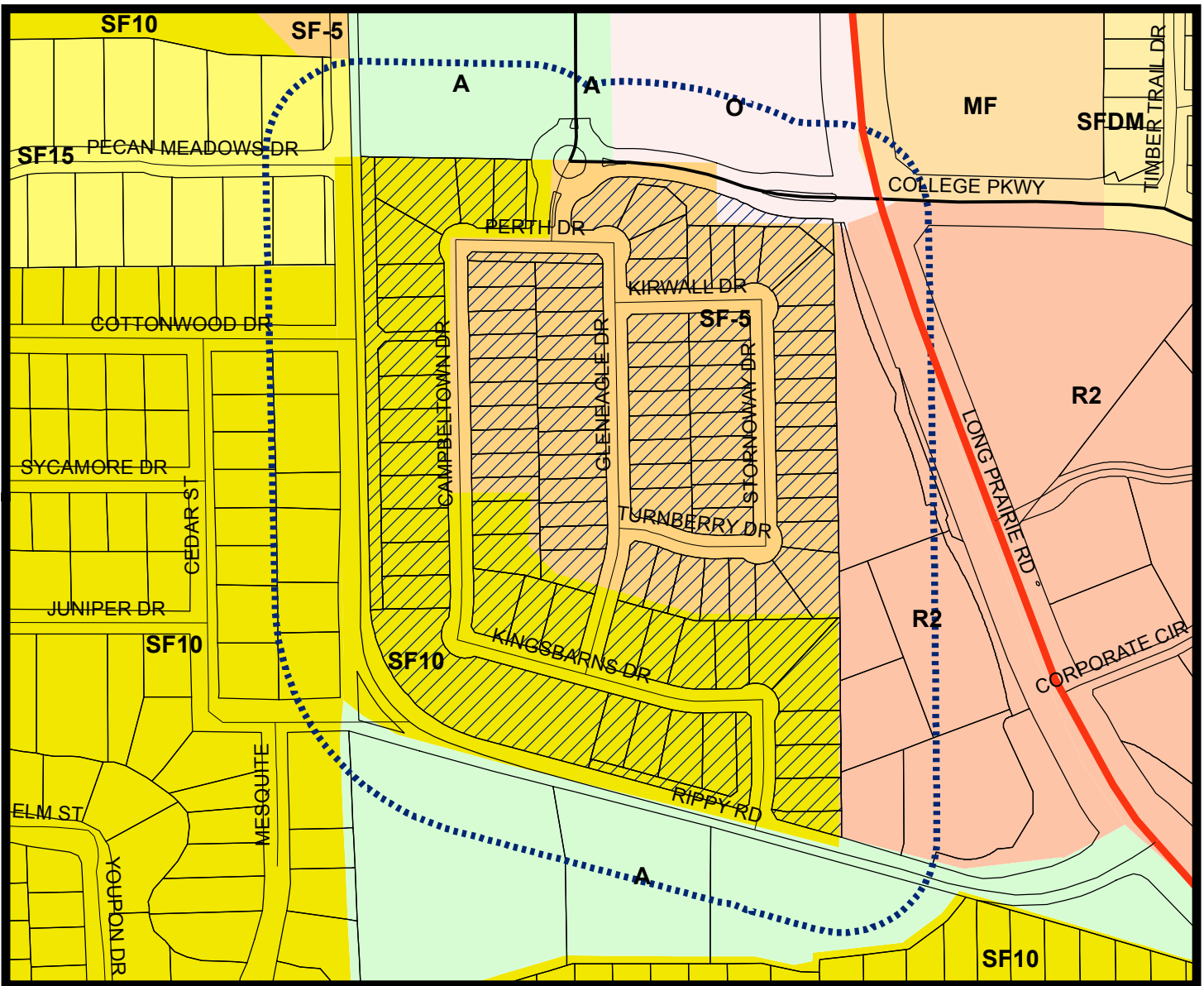
IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. PD-137 Ordinance
4. Approved Conceptual Plan

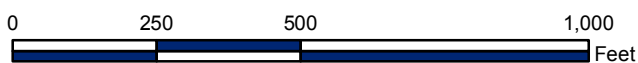
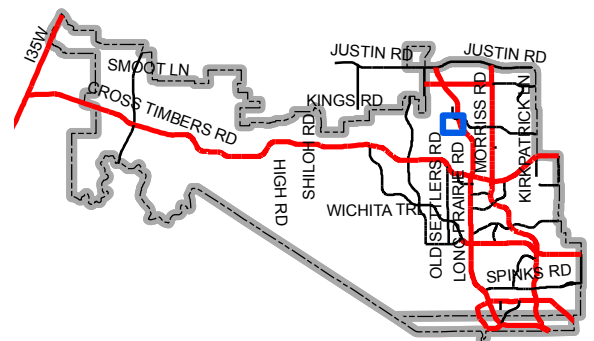
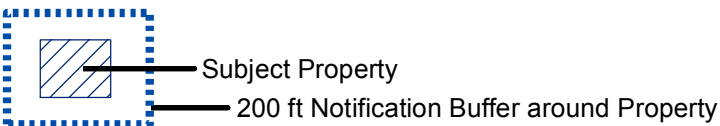
Vicinity Map

Reference Project: ZPD17-0004



LEGEND

	Agriculture		Multi-Family		Office		Retail 2		Single Family 5
	Single Family 10		Single Family 15		Single Family Density Medium				



Map Location



Mr. Chuck Russell
Town of Flower Mound
Town Planner
2121 Cross Timbers Road
Flower Mound, TX 75022

May 8th, 2017

Dear Mr. Russell,

David Weekley has submitted an application to amend Planned Development 137 Highland Court Section B 2 Residential Lot Standards – Table 1 to increase the building height to 32 feet.

This change will allow David Weekley to offer their latest floor plans and elevations in Highland Court. For the majority of our home plans that require this change, this will allow our future homeowners to add an additional bonus room. For these plans the overall roof peak height will remain the same even though the measured mean roof height will change. This is a result of the definition of how mean roof height is measured.

No home will be over two stories.

There will be no impact on the visual appeal of Highland Court to our neighbors. The roof height will remain less than the roof height for the recently approved Bradford Park (Bradford Park is limited to two stories with a roof height of 35 feet).

Thank you for your consideration and please contact me at 214-707-6117 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kendra Stephenson". The signature is fluid and cursive, with the first name "Kendra" being more prominent.

Kendra Stephenson,
Portmanteau Consulting

cc: Property owners in 200 feet notification boundary

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 23-15**

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 30.123 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324, DENTON COUNTY, TEXAS; FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 137 (PD-137) WITH HIGH DENSITY AND MEDIUM DENSITY DETACHED SINGLE FAMILY RESIDENTIAL 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 IN THE OFFICIAL NEWSPAPER; 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 Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 30.123 acres of land situated in the J. Watkins Survey, Abstract Number 1324, Denton County, Texas, have filed an application for planned development district to change the zoning from Agricultural District (A) to Planned Development District No. 137 (PD-137) with High Density and Medium Density Detached Single Family Residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 13, 2015, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 20, 2015, with respect to the proposed planned development district as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a planned development district on the property; and

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

30.123 acres of land situated in the J. Watkins Survey, Abstract Number 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 137 (PD-137) with High Density and Medium Density Detached Single Family uses.

SECTION 2

The development standards, concept plan, and concept landscape plan of the proposed Planned Development District No. 137 (PD-137), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes, are hereby approved as the development standards, concept plan, and concept landscape plan for this Planned Development District No. 137 (PD-137).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 137 (PD-137), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town

ORDINANCE NO. 23-15

Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

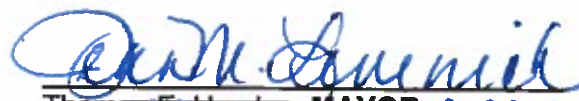
The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 10

This Ordinance shall be in full force and effect from and after the date of 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 5 TO 0, ON THIS THE 20TH DAY OF APRIL, 2015.

APPROVED:


Thomas E. Hayden, MAYOR *pro TEM*
JEAN LEVENICK

ATTEST:


Theresa Scott, TOWN SECRETARY

ORDINANCE NO. 23-15

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, TOWN ATTORNEY

Exhibit "A"
Legal Description

BEING a tract of land situated in the J. Watkins Survey, Abstract No. 1324, Town of Flower Mound, Denton County, Texas, the subject tract being all of a tract conveyed to Borchardt Partners, Ltd. according to the deed recorded in Document No. 99-0059183 of the Official Public Records, Denton County, Texas (OPRDCT), and all of a tract conveyed to Borchardt Partners, Ltd. according to the deed recorded in Document No. 99-0059184 OPRDCT, the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in Rippy Road, a prescriptive right-of-way, for the southwest corner of the subject tract;

THENCE N 01°05'52" W, 1182.02 feet along said road to a 3/8" iron rod found for the northwest corner of the subject tract, and being the southwest corner of a tract conveyed to Hawks Ramsey LLC, recorded in Document No. 2007-51767 OPRDCT;

THENCE S 88°45'25" E, 758.64 feet along the common line thereof to a 1/2" iron rod with plastic cap found;

THENCE S 02°38'35" E, 118.55 feet continuing along the common line thereof, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 88°47'04" E, 264.39 feet continuing along the common line thereof, crossing the common line between said Borchardt Partners tracts, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner of North Point Center, an addition to the Town of Flower Mound according to the plat recorded in Cabinet X, Page 332 of the Plat Records, Denton County, Texas;

THENCE S 01°04'16" E, 1322.75 feet along the common line thereof to a 1/2" iron rod found in Rippy Road for the southeast corner of the subject tract;

THENCE N 74°04'03" W, 141.04 feet along said road to a point for the common corner between said Borchardt Partners tracts;

THENCE N 74°50'08" W, 927.00 feet continuing along said road to the POINT OF BEGINNING with the subject tract containing 1,312,149 square feet or 30.123 acres of land.

Exhibit "B"**DEVELOPMENT STANDARDS****Planned Development District No. 137 (PD-137)**

The development on the property comprising approximately 30.123 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-137 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

Development of PD-137, comprising approximately 30.123 acres and consisting of Type 1 and Type 2 lots as shown on the approved Concept Plan, Exhibit "C", shall comply with all regulations contained in the Town's Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

The following uses shall be the only uses permitted in the Planned Development District.

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Model home, and;
 - f. Swimming pool, private.
2. Specific Uses. No specific uses requiring the issuance of a specific use permit shall be permitted in PD-137.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-137 uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

ORDINANCE NO. 23-15

- a. Asphalt/concrete batch plant, temporary, subject to section 98-Building material yard and construction office
- b. Field office, temporary

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. Planned Development District No. 137 Residential Lot Standards for Type 1 and Type 2 Lots will be in compliance with Table 1.
2. THE DIMENSIONAL AND AREA REGULATIONS CONTAINED IN TABLE 1 SHALL NOT APPLY TO COMMON AREAS OR LOTS OWNED BY THE HOMEOWNER'S ASSOCIATION FOR PD-137 ("HOA").

Residential Lot Standards**Table 1**

Lot Type	Type 1 – 70' x 143' (minimum size)	Type 2 – 50' x 130' (minimum size)
Garage	Front loaded; 20' foot minimum setback	Front loaded; 20' foot minimum setback
Front Set Back	20' minimum	20' minimum
Side Set Back	10' minimum	5' minimum
Rear set back	35' minimum	25' minimum
Porches	May encroach on front set-back line 8 feet	May encroach on front set-back line 8 feet
Corner lots	Setbacks match front yard setback for key lots; 10' minimum for non-key lots	Setbacks match front yard setback for key lots; 10' minimum for non-key lots
Fences (front yard)	No privacy fence closer to setback line than the front wall of the house	No privacy fence closer to setback line than the front wall of the house
Minimum Dwelling Unit Size	1,500 square feet	1,500 square feet
Lot coverage	40% building pad	55% building pad
Building Height	2 stories or 26 feet	2 stories or 26 feet

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within Highland Court.

1. There shall be a maximum residential lot density of 3.23 dwelling units per gross acres for the entire Highland Court property.
2. There shall be a maximum of 97 residential lots.

3. Type 1 lots shall be required along the Rippy Road frontage as shown on the attached concept plan (Exhibit "C").

D. SUPPLEMENTAL STANDARDS

All landscaping, parks and open space shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.

LOT SETBACK EXHIBIT

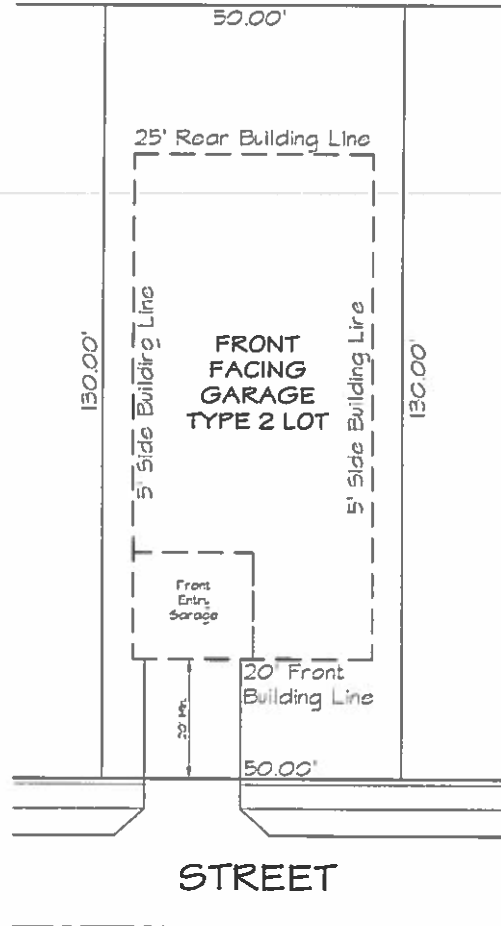
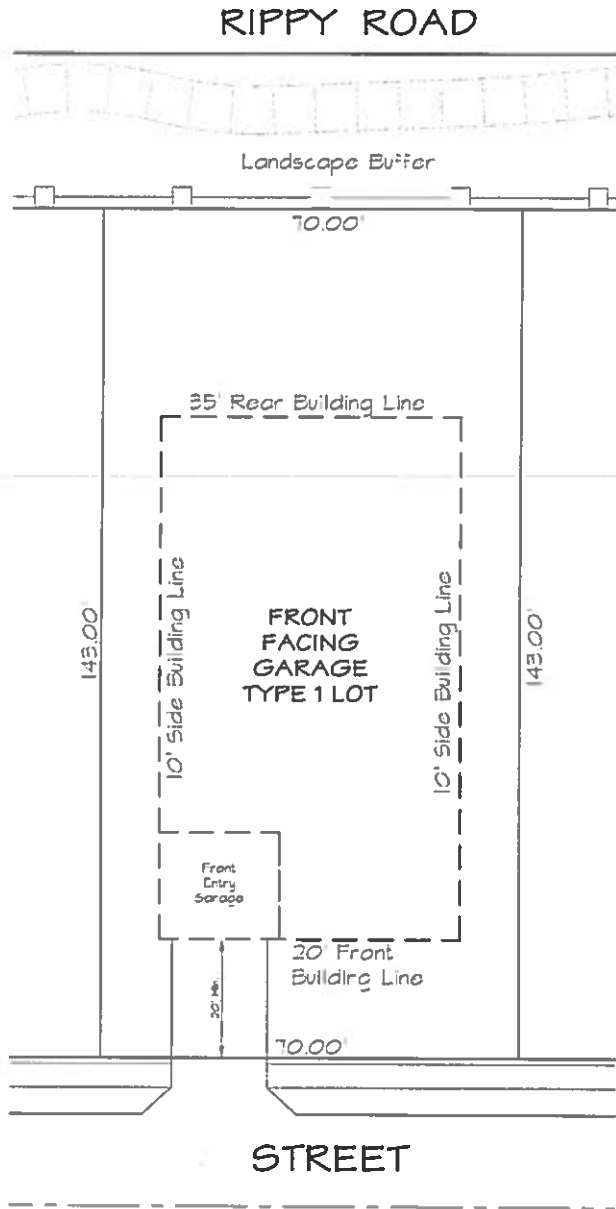
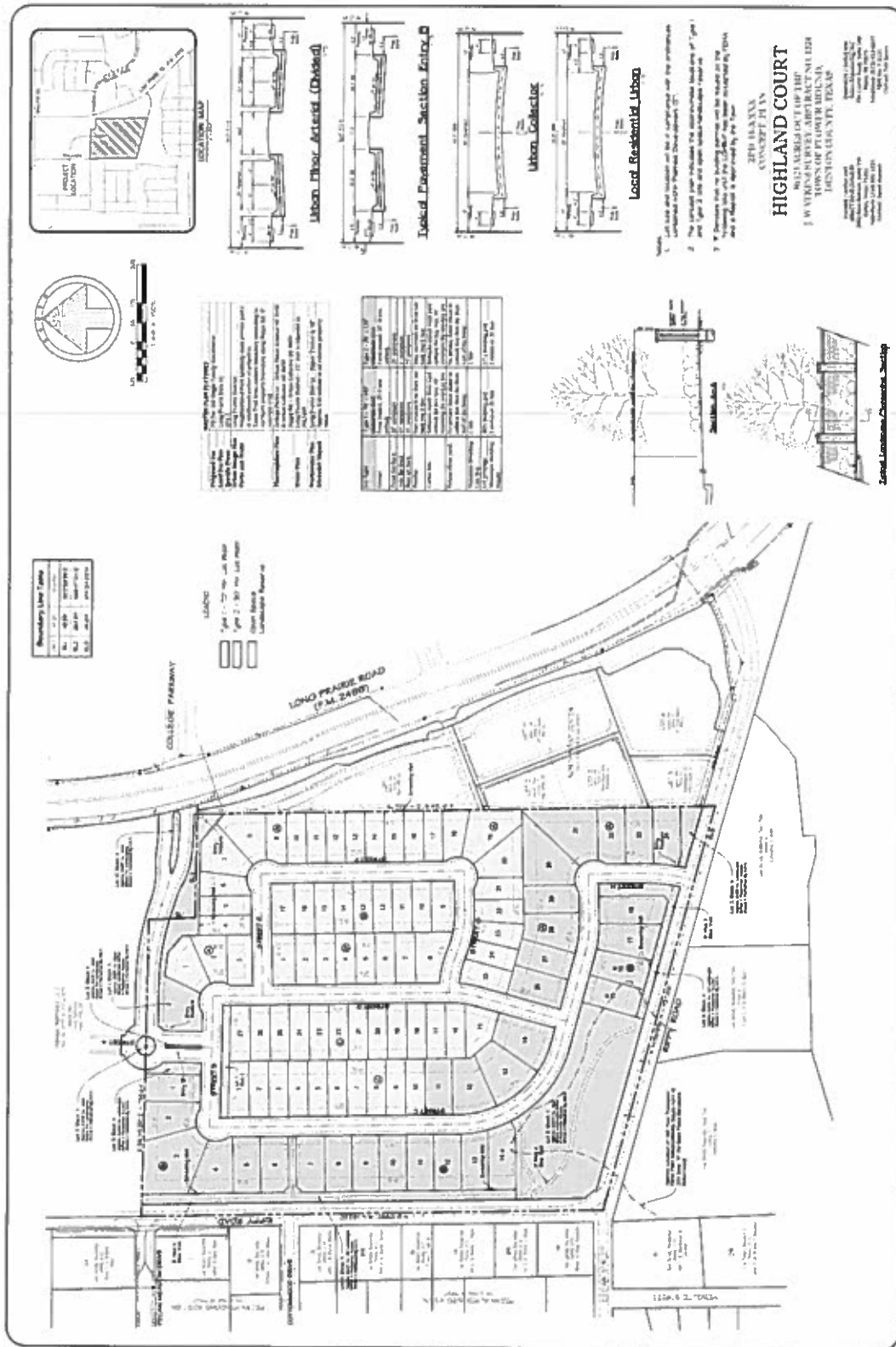
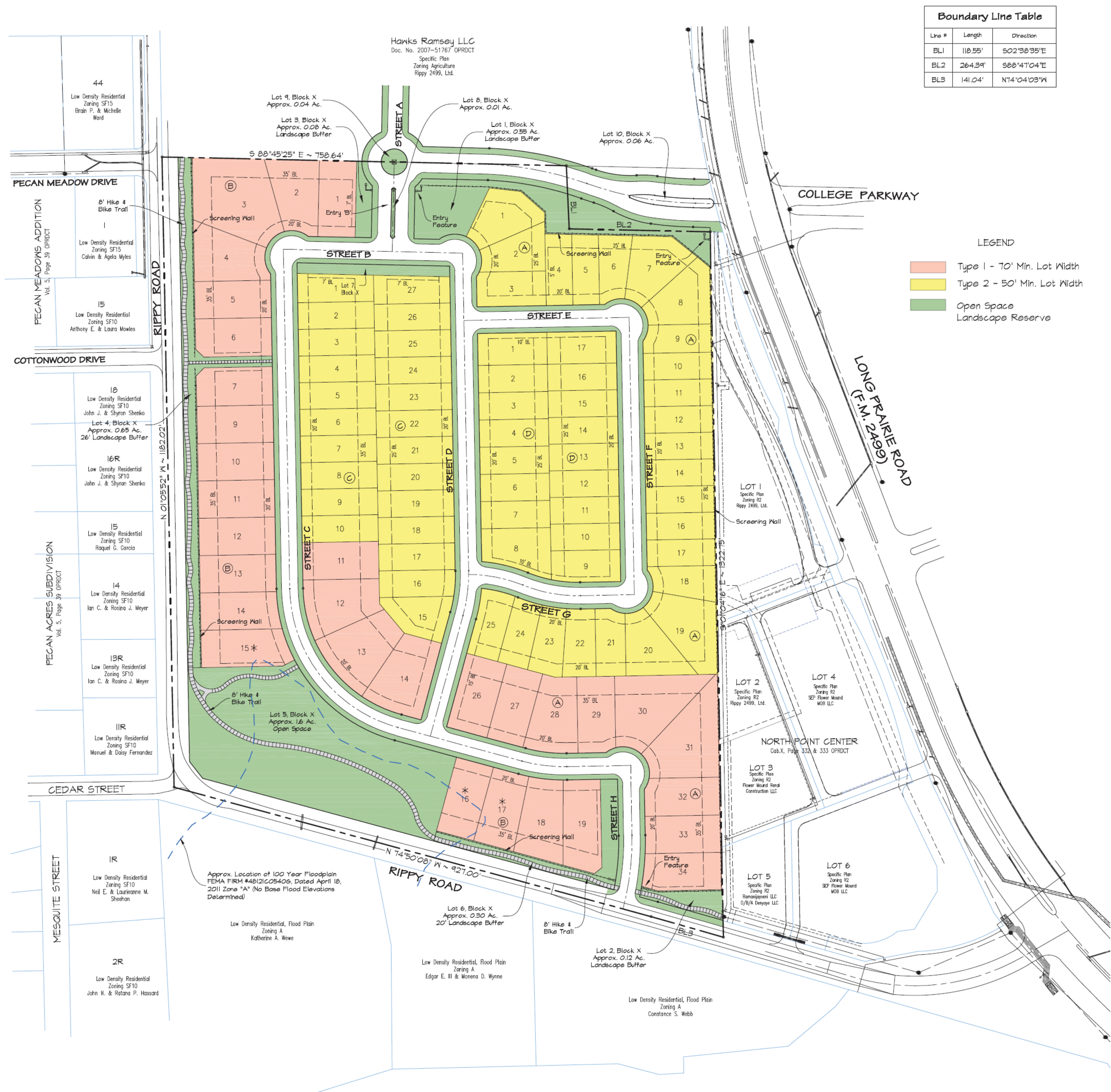


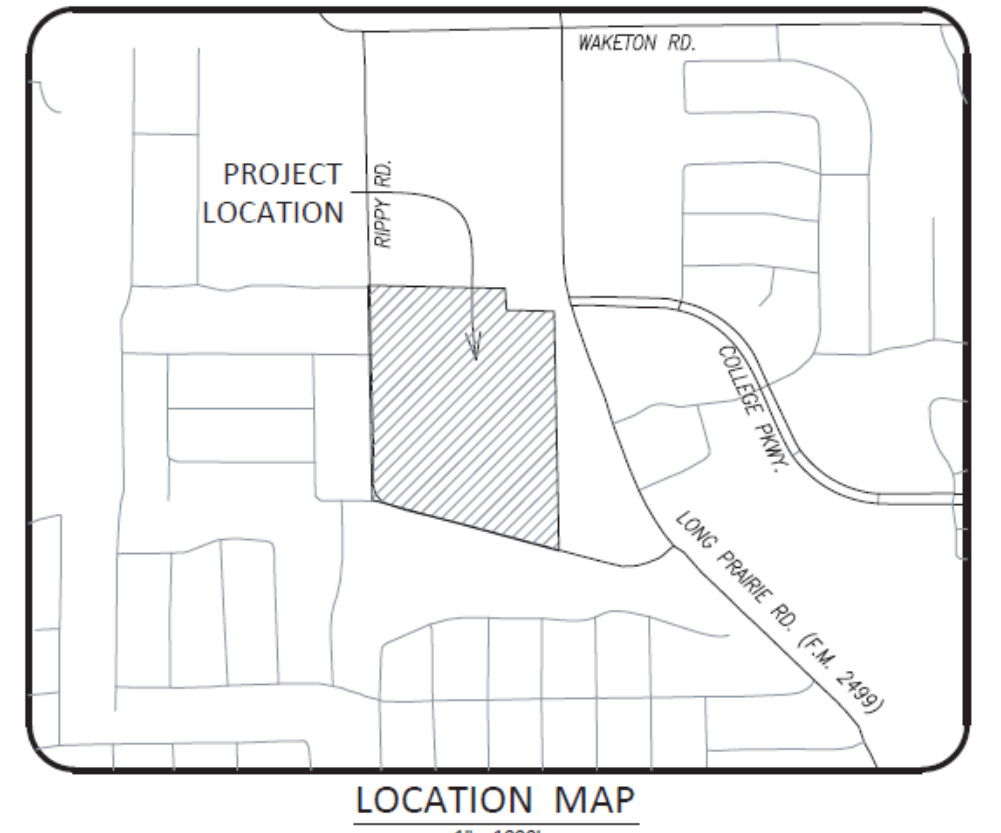
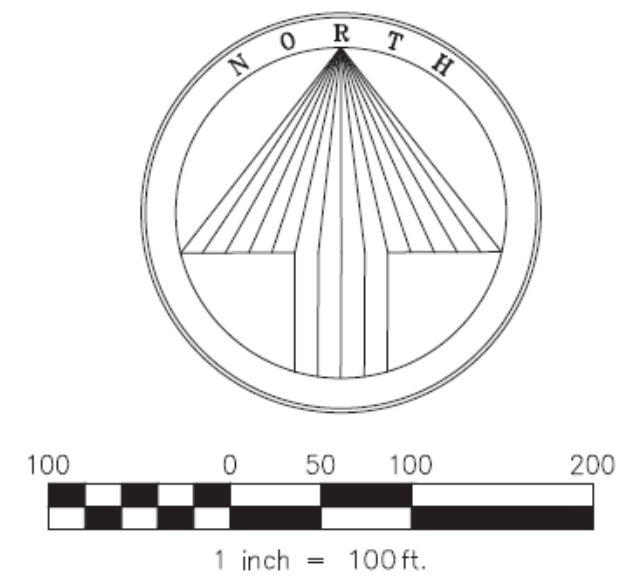
Exhibit "C"
CONCEPT PLAN



[illegible]



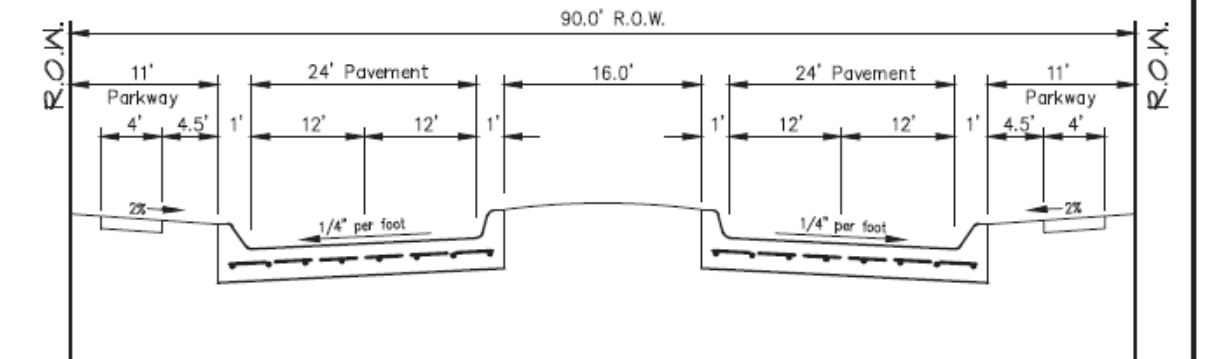
Boundary Line Table		
Line #	Length	Direction
BL1	118.55'	S02°30'35"E
BL2	264.34'	S88°41'04"E
BL3	141.04'	N74°04'03"W



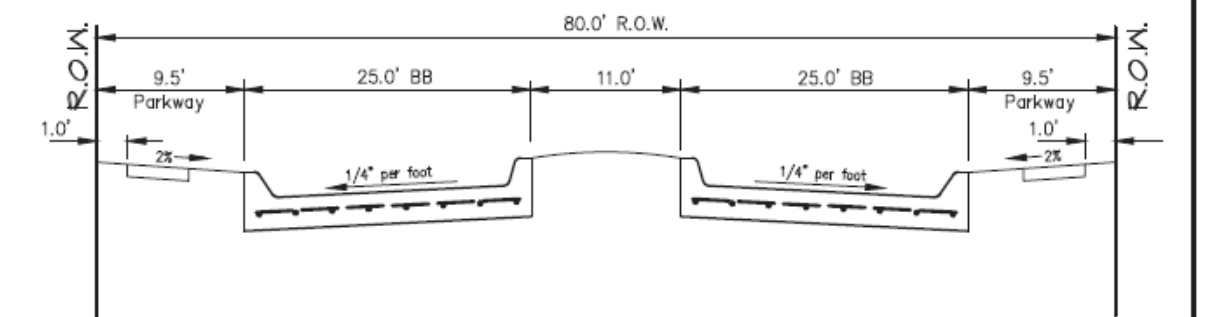
- LEGEND
- Type 1 - 70' Min. Lot Width
 - Type 2 - 50' Min. Lot Width
 - Open Space
 - Landscape Reserve

MASTER PLAN FEATURES	
Proposed Use	PD For RD Single Family Residential
Land Use Plan	Long Prairie District
Specific Plan	SP-8.5
Urban Design Plan	Long Prairie District
Parks and Trails	Neighborhood Park (publicly open private park) at southwest corner of property; Town Trail from eastern boundary extending to northern property boundary along Rippy Rd. w/ concrete trail
Thoroughfare Plan	College Parkway - Urban Minor Arterial 60' ROW & Urban Collector 60' ROW Rippy Rd. - Urban Collector 60' ROW Long Prairie District - 12' that is adjacent to RM2499
Water Plan	Long Prairie District - Upper Timber 4, 18"
Wastewater Plan	Long Prairie District - Upper Timber 4, 18"
Economic Impact	Approx. \$56 million in additional property value

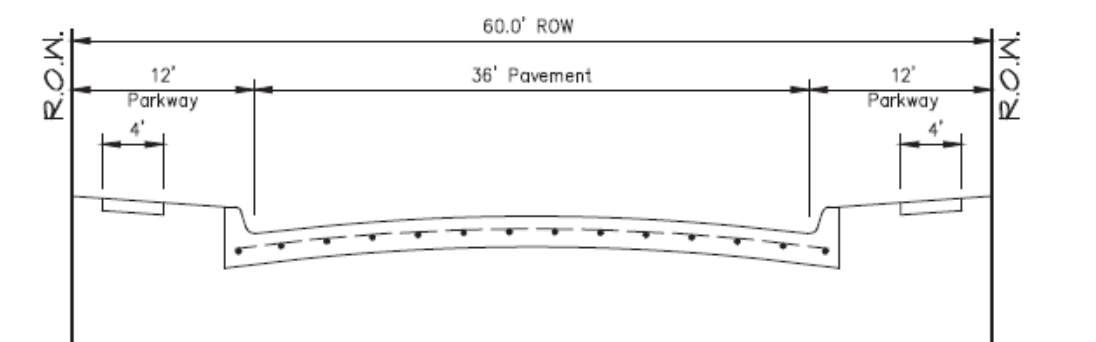
Lot Type	Type 1 - 70' x 143' (minimum size)	Type 2 - 50' x 130' (minimum size)
Garage	Front loaded, 20' R min setback	Front loaded, 20' R min setback
Front Set Back	20' minimum	20' minimum
Side Set Back	10' minimum	7' minimum
Rear set back	25' minimum	25' minimum
Porch	May encroach on front set-back line 8 feet	May encroach on front set-back line 8 feet
Corner lots	Setbacks match front yard setback for key lots, 10' min. for non-key lots	Setbacks match front yard setback for key lots, 10' min. for non-key lots
Fences (front yard)	No privacy fence closer to setback line than the front wall of the house	No privacy fence closer to setback line than the front wall of the house
Minimum Dwelling Unit Size	1,500	1,500
Lot coverage	55% building pad	55% building pad
Maximum Building Height	3 stories or 35 feet	3 stories or 35 feet



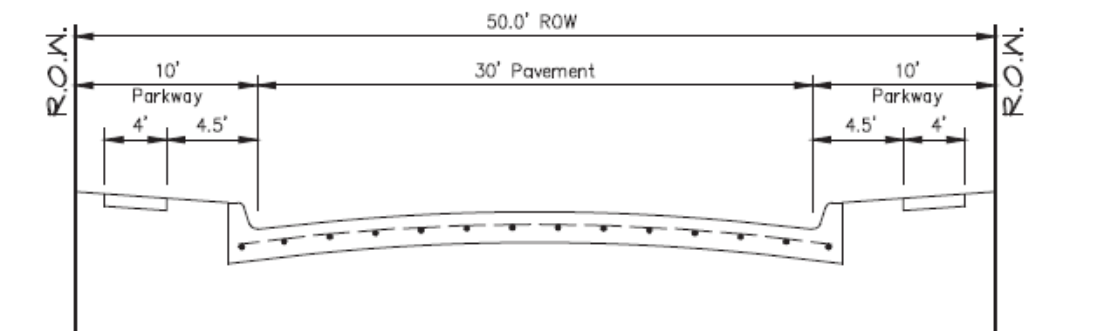
Urban Minor Arterial (Divided)
NTS



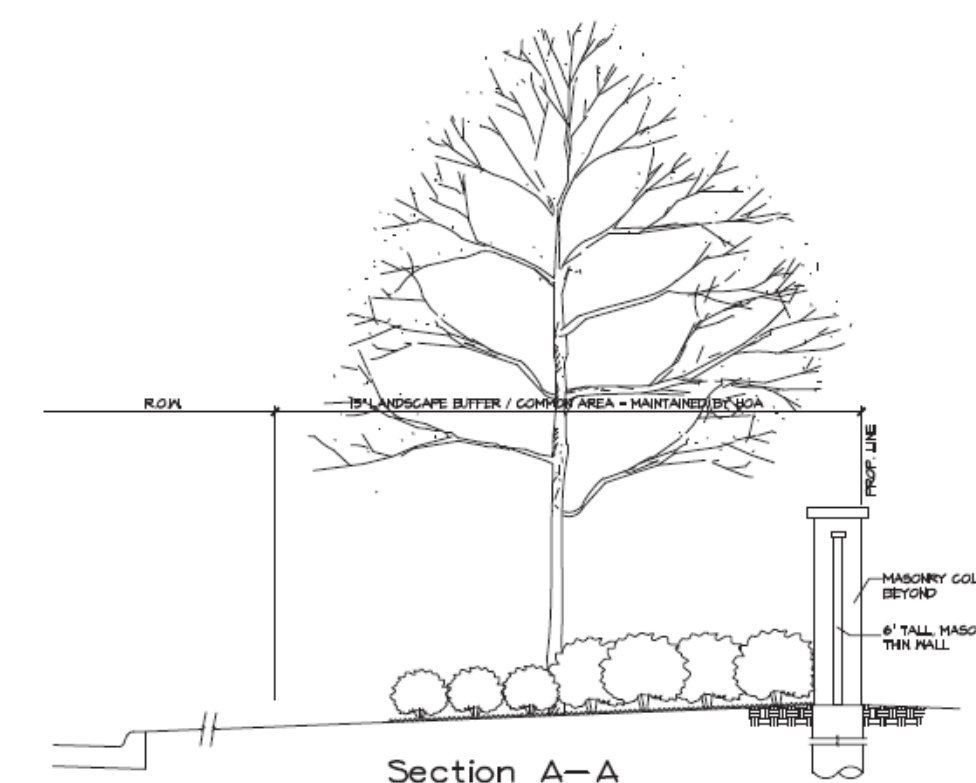
Typical Pavement Section Entry B
NTS



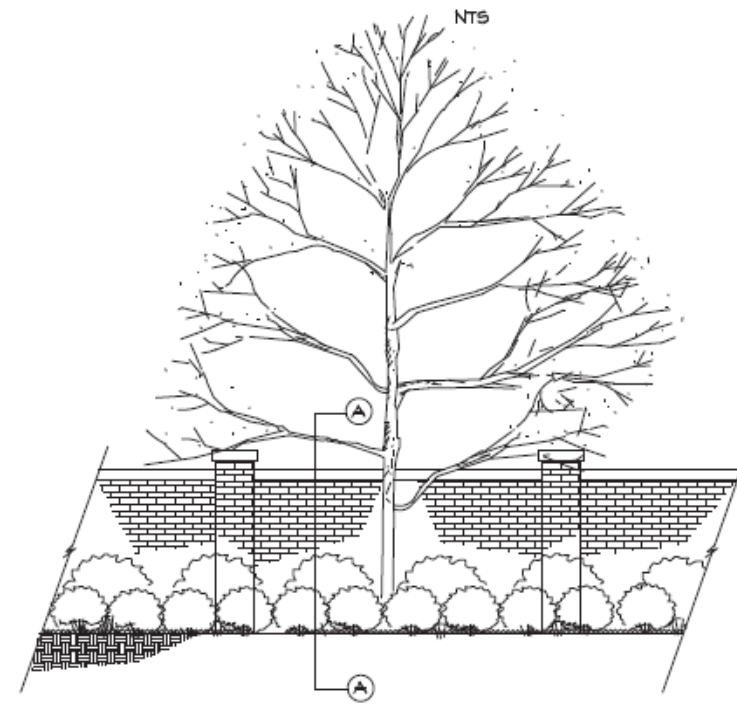
Urban Collector
NTS



Local Residential Urban
NTS



Section A-A
NTS



Typical Landscape/Screening Section
NTS

- Notes:
- Lot size and location will be in compliance with the ordinances contained within Planned Development 137.
 - * Denotes that no building permits will be issued on the following lots until the LOMR-F has been accepted by FEMA and a Replat is approved by the Town.

ZPD 15-XXXX
CONCEPT PLAN
HIGHLAND COURT
IN THE TOWN OF FLOWER MOUND
J. Watkins Survey, Abstract No. 1324, Denton County, Texas
30.123 Acres

OWNER / APPLICANT
DIRECT DEVELOPMENT
2001 Ross Avenue, Suite 550
Plano, TX 75075
Telephone (214) 891-3225
Contact: David Watson

ENGINEER / SURVEYOR
Sparks Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Tim Sparks

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 23-15, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 137 (PD-137) ON CERTAIN PROPERTY DESCRIBED AS 31.169 ACRES OF LAND BEING ALL OF THE HIGHLAND COURT SUBDIVISION; BY AMENDING EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS," TO AMEND THE RESIDENTIAL DIMENSIONAL REGULATION FOR BUILDING HEIGHT IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL 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 IN THE OFFICIAL NEWSPAPER; 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 Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 31.169 acres of land being all of the Highland Court subdivision, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 23-15 for Planned Development District No. 137 (PD-137); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on May 22, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 5, 2017, with respect to the Zoning Planned Development amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THAT:

ORDINANCE NO. _____

Page 2

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

31.169 acres of land being all of the Highland Court subdivision, Denton County, Texas.

Exhibit "B" to Ordinance No. 23-15, entitled "Development Standards," is hereby amended to increase the residential dimensional regulation for Building Height contained in Table 1 to "Two Stories, 32 feet."

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 23-15, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

ORDINANCE NO. _____

Page 3**SECTION 7**

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption 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 8

This Ordinance shall take effect and be in full force from and after the date of 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 ____ DAY OF
_____, 2017.**

APPROVED:

Thomas E. Hayden, **MAYOR****ATTEST:**

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: June 5, 2017

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2017A, in the principal amount not to exceed \$24,400,000.

BACKGROUND INFORMATION: The attached resolution will authorize the publication of notice of intention to issue Certificates of Obligation, Series 2017A, (Certificates) in the principal amount not to exceed \$24,400,000, to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, with the first publication at least 31 days prior to the date stated in the ordinance authorizing the issuance of the certificates of obligation.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 16-17 Five-Year Capital Improvement Program as listed on Attachment 1 with the sale being conducted on the proposed date of July 18, 2017. In order to efficiently complete the issuance, a parameters ordinance will be presented for Town Council's approval on July 17, 2017. The ordinance will establish parameters specific to the issuance and delegate the Town Manager and Deputy Town Manager/CFO the authority to approve all necessary documents and finalize the sale. Please see Attachment 2 for a schedule of the events.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$24,400,000

Proposed Expenditure:

Account Number(s):

\$24,400,000

Ad valorem taxes will fund the general capital projects, while the utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard notice of intent was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Proposed Projects
2. Preliminary Schedule of Events – Series 2017A
3. Proposed Resolution

RECOMMENDATION: Move to approve a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2017A, in the principal amount not to exceed \$24,400,000.

Certificates of Obligation, Series 2017A**General Capital Projects****Street Projects:**

Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest)	\$	650,000
ADA Transition Plan and Implementation		170,000
Roadway Amenities		90,000
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit)		200,000
Waketon Road		600,000
		<u>\$ 1,710,000</u>

Signal Projects:

Traffic Detection Rehabilitation		<u>\$ 125,000</u>
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Facilities:

Fire Station No. 1 Facility Upgrades	\$	980,000
Land (Old Settlers/Peters Colony and Log Cabin)		1,100,000
Police and Courts Facility Upgrades		1,760,000
Town Hall		8,800,000
		<u>\$ 12,640,000</u>

Park Project

Community Activity Center Improvements		<u>\$ 257,000</u>
--	--	-------------------

Total General \$ 14,732,000

Utility Capital Projects**Water**

Aberdeen Water Line (FM 2499 to Lake Forest)	\$	110,000
Bruton Orand Elevated Storage Tank Rehabilitation		1,700,000
Canyon Falls 20-Inch Water Line		650,000
High Road Water Line Replacement Phase I		350,000
Pintail Pump Station (Auxiliary Power & Upgrades)		270,000
Rippy Road Water line Improvements (FM 2499-Waketon)		400,000
Shady Point Acres Water Line Replacement		1,000,000
Water System Leak Detection & Repair		50,000
Western Operations and Maintenance Facility (Temporaty FS #6)		250,000
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)		650,000
		<u>\$ 5,430,000</u>

Wastewater

Inflow-Infiltration/Evaluation and Repair	\$	250,000
Lift Station Improvements and Decommissioning		1,400,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)		550,000
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)		350,000
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)		800,000
Woodbine Street Sewer Line		600,000
		<u>\$ 3,950,000</u>

Total Utility \$ 9,380,000

Estimated financing costs

\$ 288,000

Grand Total of Debt Issuance

\$ 24,400,000

Certificates of Obligation, Series 2017A
General Obligation Refunding Bonds, Series 2017

Proposed Schedule of Events

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	28

August 2017						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Proposed Date	Action
June 5, 2017	Town Council considers Resolution of Intent to Issue Certificates of Obligation (6:00 pm Regular Meeting)
June 8, 2017	Initial publication of Notice of Intent to Issue CO's (at least 30 days prior to sale).
June 12, 2017	Hilltop sends "Request for Information" for completion of Preliminary Official Statement ("POS").
June 19, 2017	Town returns information necessary for preparation of POS to Hilltop.
June 21, 2017	Hilltop sends out initial draft of POS for review and comment. Hilltop sends necessary information to Standard & Poors (S&P) and Fitch Ratings (Fitch).
June 22, 2017	Second publication of Notice of Intent to Issue CO's.
June 27, 2017	Comments on initial draft of POS due to Hilltop.
June 28, 2017	Conference Call with S&P and Fitch (Exact Date & Time TBA)
June 29, 2017	Hilltop sends second draft of POS to parties for review and comment.
July 6, 2017	Comments on second draft of POS due to Hilltop.
July 11, 2017	Hilltop submits POS for electronic distribution via internet.
July 12, 2017	Receive ratings.
July 17, 2017	Town Council considers parameters Ordinances (6:00 pm Regular Meeting)
July 18, 2017	Certificate Pricing and Bond Pricing. Pricing Certificates & BPAs signed.
July 19, 2017	Draft of Final Official Statement distributed for review.
July 21, 2017	Bond Counsel submits documentation to Attorney General's Office. Comments due on Final Official Statement.
July 24, 2017	Final Official Statement posted to internet and sent to printer.
July 26, 2017	Written Final Official Statement received by all parties.
August 14, 2017	Hilltop to notify all parties of closing and delivery instructions.
August 17, 2017	Closing and Delivery.

**TOWN OF FLOWER MOUND, TEXAS
RESOLUTION NO. ____-2017**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS,
APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION.**

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town") has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping police, fire, park and recreational facilities, including the acquisition of land, (iii) constructing and equipping a new Town Hall and the demolition of the current Town Hall, (iv) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (v) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the Town Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the Town, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates; (ii) the maximum amount proposed to be issued; (iii) the purposes for which the certificates are to be issued; and (iv) the manner in which the Council proposes to pay the certificates.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS:

SECTION 1

The Town Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed TWENTY-FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS (\$24,400,000) for the purpose of paying contractual obligations to be incurred for (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping police, fire, park and recreational facilities, including the acquisition of land, (iii) constructing and equipping a new Town Hall and the demolition of the current Town Hall, (iv) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (v) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2

The Town Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the Town, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3

This resolution shall take effect on the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS 5th DAY OF JUNE, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE TOWN OF
FLOWER MOUND, TEXAS
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the Town Council of the Town of Flower Mound, Texas, shall convene at a regular meeting at 6:00 o'clock P.M. on July 17, 2017, at the regular meeting place of the Town Council at Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas 75028, and, during such meeting, the Town Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed TWENTY-FOUR MILLION FOUR HUNDRED THOUSAND DOLLARS (\$24,400,000) for the purpose of paying contractual obligations to be incurred for (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping police, fire, park and recreational facilities, including the acquisition of land, (iii) constructing and equipping a new Town Hall and the demolition of the current Town Hall, (iv) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (v) professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's water and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Theresa Scott,
TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: June 5, 2017

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Site Plan (SP17-0004 - Flower Mound Town Hall) to develop a new Town Hall, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Morriss Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 8, 2017, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Site Plan (SP17-0004 - Flower Mound Town Hall) to develop a new Town Hall, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: May 8, 2017

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Site Plan (SP17-0004 - Flower Mound Town Hall) to develop a new Town Hall, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Morriss Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exception, has been found to be in conformance with all applicable Town regulations. Specifically, this application has been reviewed under the SMARTGrowth program and has met all applicable criteria.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop a 45,734-square-foot, two-story new public Town Hall. The subject property is partially developed with the existing Town Hall and contains approximately 6.57 acres. The property is currently zoned Planned Development District No. 1, Unit 3, with Retail-2 (R-2) uses. A Specific Use Permit (SUP 22) was also approved for a municipal building on the subject property in August of 1978. The site is master-planned for Institutional uses.

The proposed new Town Hall will contain a new Council Chambers, offices for Town staff, conference rooms and storage areas. Access will continue to be from both Morriss Road and Cross Timbers Road with cross access to the east in a similar configuration that currently exists.

While working with the architect for the project, Town staff requested 70 parking spaces for fleet vehicles, 130 spaces for Town staff, and 30 additional spaces for visitor parking. A total of 228 parking spaces are being provided on site. The proposed site plan package includes landscaping, a pond, hardscaping, buffers, setbacks, and off-street parking consistent with the Town's Land Development Regulations with the exception of the street buffer landscaping. The building materials, color and architecture meet the architectural standards of the Town's Master Plan.

Exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances

Section 82-242 of the Town Code requires the area of the lot adjacent to the street right-of-way line and extending into the lot for a minimum width as provided below shall be landscaped, except for necessary driveways. The minimum width of the landscaped street buffer from the street right-of-way line adjacent to a principal roadway is 25 feet. Both Morriss Road and Cross Timbers Road are principal roadways.

The applicant is requesting an exception from the Town's street buffer landscaping requirements and will be providing a buffer width of 12 feet in lieu of the required 25 feet. The decrease in the street buffer width is needed to accommodate additional right-of-way dedications on both street frontages. Notwithstanding the exception request from the required street buffer, the proposed landscape plan meets the Town's minimum landscape requirements. This is similar to other street buffer exceptions that have been approved in the past.

III. ATTACHMENTS**A. Background Information**

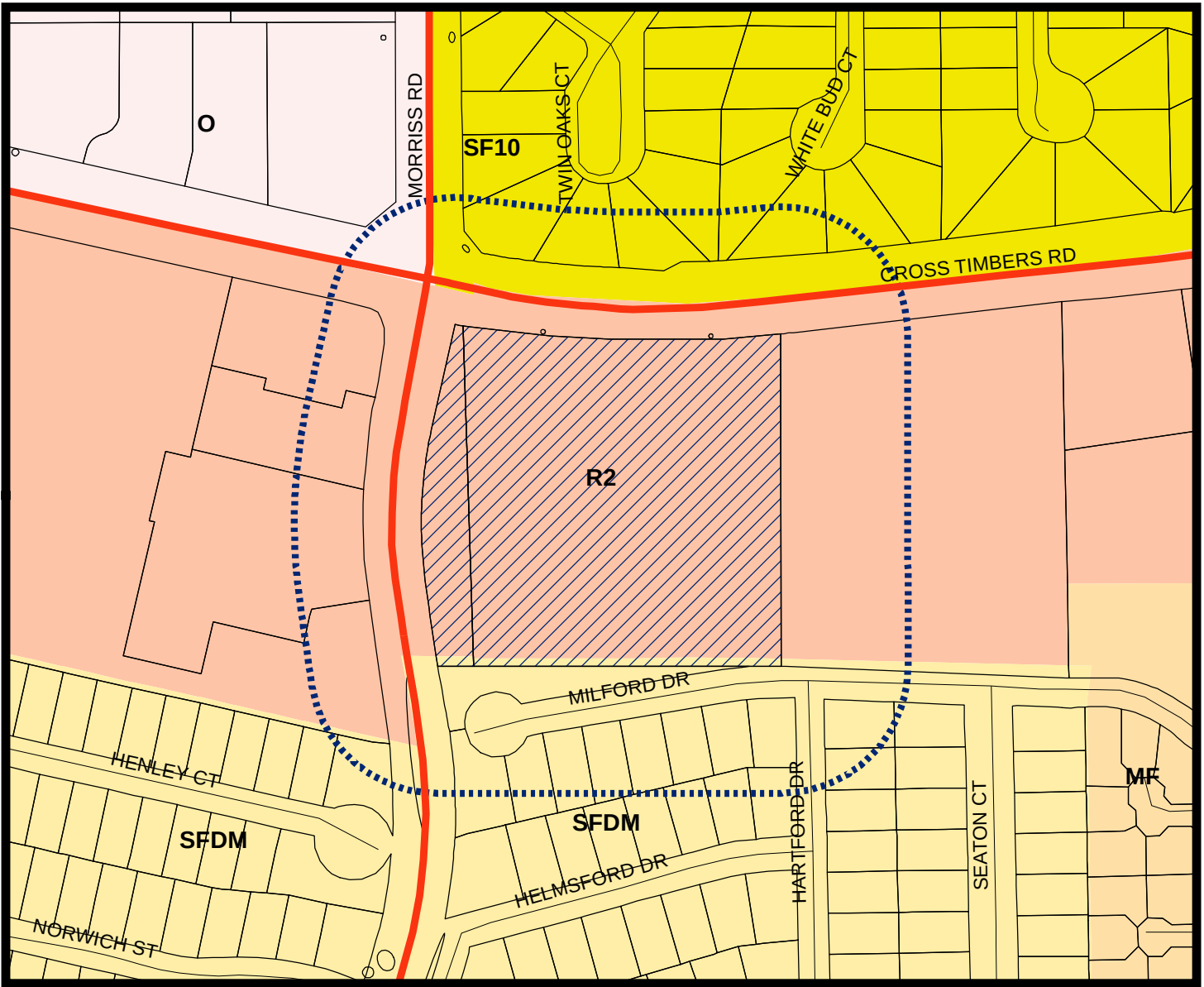
1. Vicinity Map
2. Letter of Intent

B. Application Details

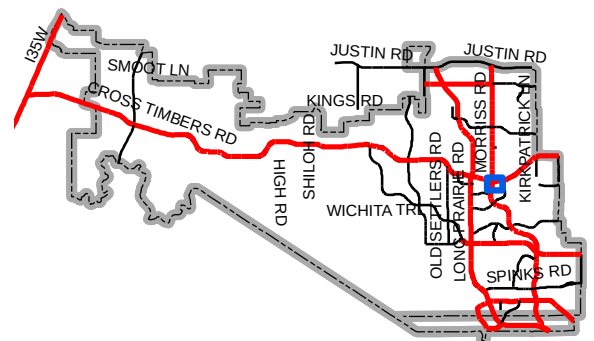
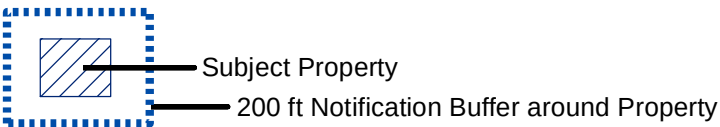
1. Site Plan Package

Vicinity Map

Reference Project: SP17-0004 & RP17-0002



LEGEND



Map Location

OWT ARCHITECTS

owtarchitects.com

March 10, 2017

The Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
(972) 874-6000

FLOWER MOUND TOWN HALL

LETTER OF INTENT

Below is the Letter of Intent requested by the *Flower Mound Town Hall (SP17-0004) First Submittal Review Planning Department Comments, General: Letter of Intent.*

Specify existing zoning district(s);

The existing zoning for the site is R-2, Retail District-2. The R-2 district is designed primarily to accommodate neighborhood and community oriented business uses. It is intended for application in areas designated "retail" on the land use map of the comprehensive master plan.

Define acreage of subject property;

A replat of the current site combines two lots into one 6.525 acre lot.

Specify proposed zoning and define specific operations;

There will be no new zoning proposed for the site. The existing zoning, R-2, Retail District-2, will remain. The permitted uses that apply to this project are: Community center, public; Office, general business and professional; Public building, shop or yard.

As a new Town Hall the project will function as the center of government for Flower Mound and provide a collective place where town staff and the public will interact.

Indicate if there is going to be more than one use and whether each use will be operated and maintained by one owner;

There are many uses that the new Town Hall will accommodate. The large council chambers will hold council meetings and other public forums. The Public Counters will serve as the interaction node between the Town and public. Town Staff will also office out of the Town Hall. The building also has the ability to function as an EOC.



OWT ARCHITECTS

owtarchitects.com

The building will be owned and operated by one owner, the Town of Flower Mound.

Indicate the square footage of the proposed building;

The new Town Hall will be 45,734 square feet. The first floor being 26,847 SF and the second floor 18,887 SF.

Indicate whether the proposed development will be in phases;

Yes, the new Town Hall will be a phased development. The current Town Hall will remain operational until the new Town Hall is built.

Phase I - Demolition of the existing Senior Center site conditions and construction of the new Town Hall.

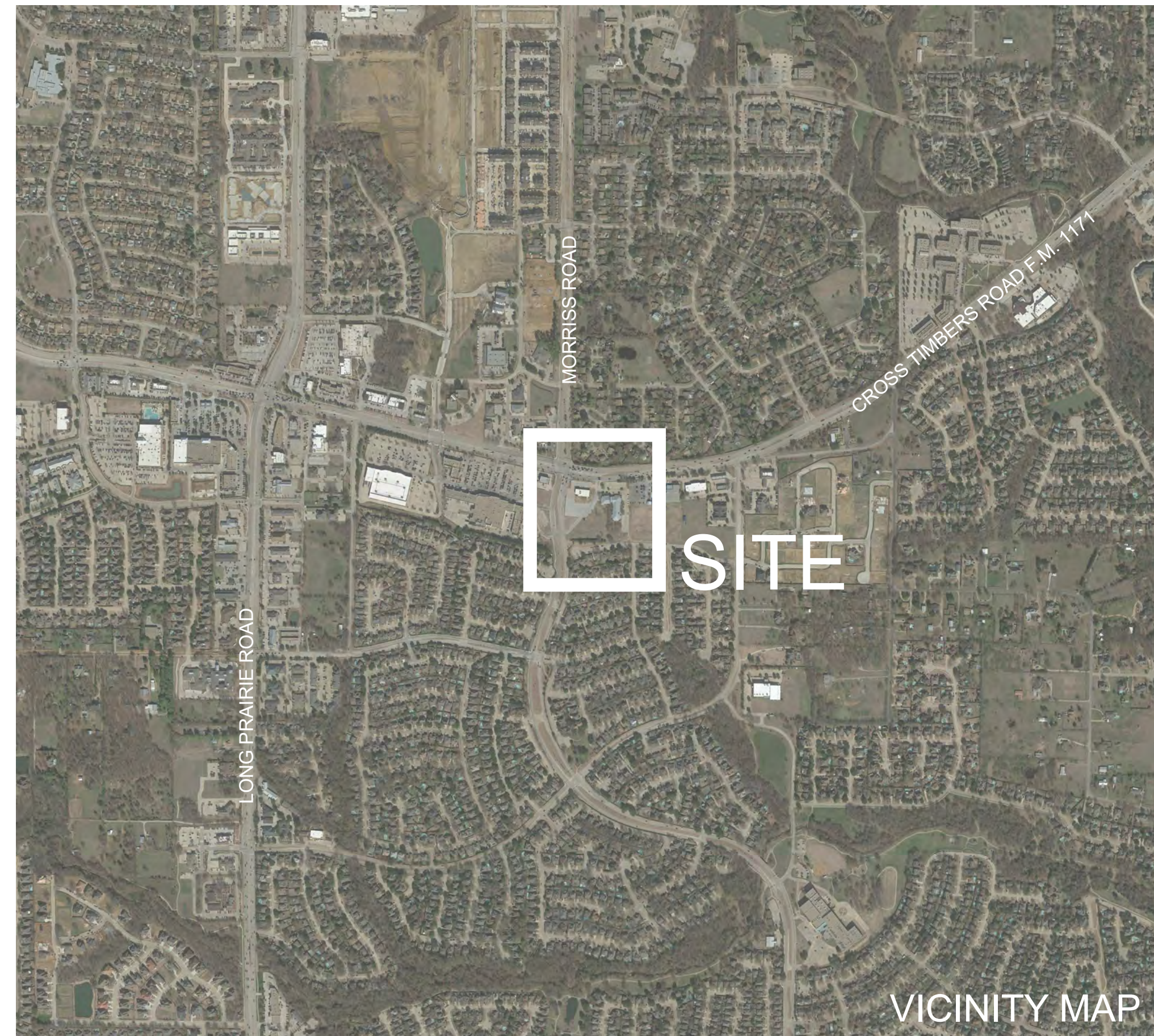
Phase II - Demolition of the existing Town Hall and finalization of site work construction for the new Town Hall.

State special considerations;

A variance has been requested for the site to reduce the required landscape buffer from 25' to 12' from the new R.O.W. proposed with the replat of the site.



Attachment B(1): Site Plan Package



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FLOWER MOUND TOWN HALL

SITE PLAN SUBMITTAL

OWT PROJECT NO. 2014.014.00

MAY 03, 2017

CIVIL ENGINEER

CARRILLO ENGINEERING, LLC
201 MAIN STREET
SUITE 1230
FORT WORTH, TEXAS 76102
817.896.0976

LANDSCAPE ARCHITECT

STUDIO OUTSIDE
824 EXPOSITION AVENUE
SUITE 5
DALLAS, TEXAS 75226
214.954.7160
www.studiooutside.us

STRUCTURAL ENGINEER

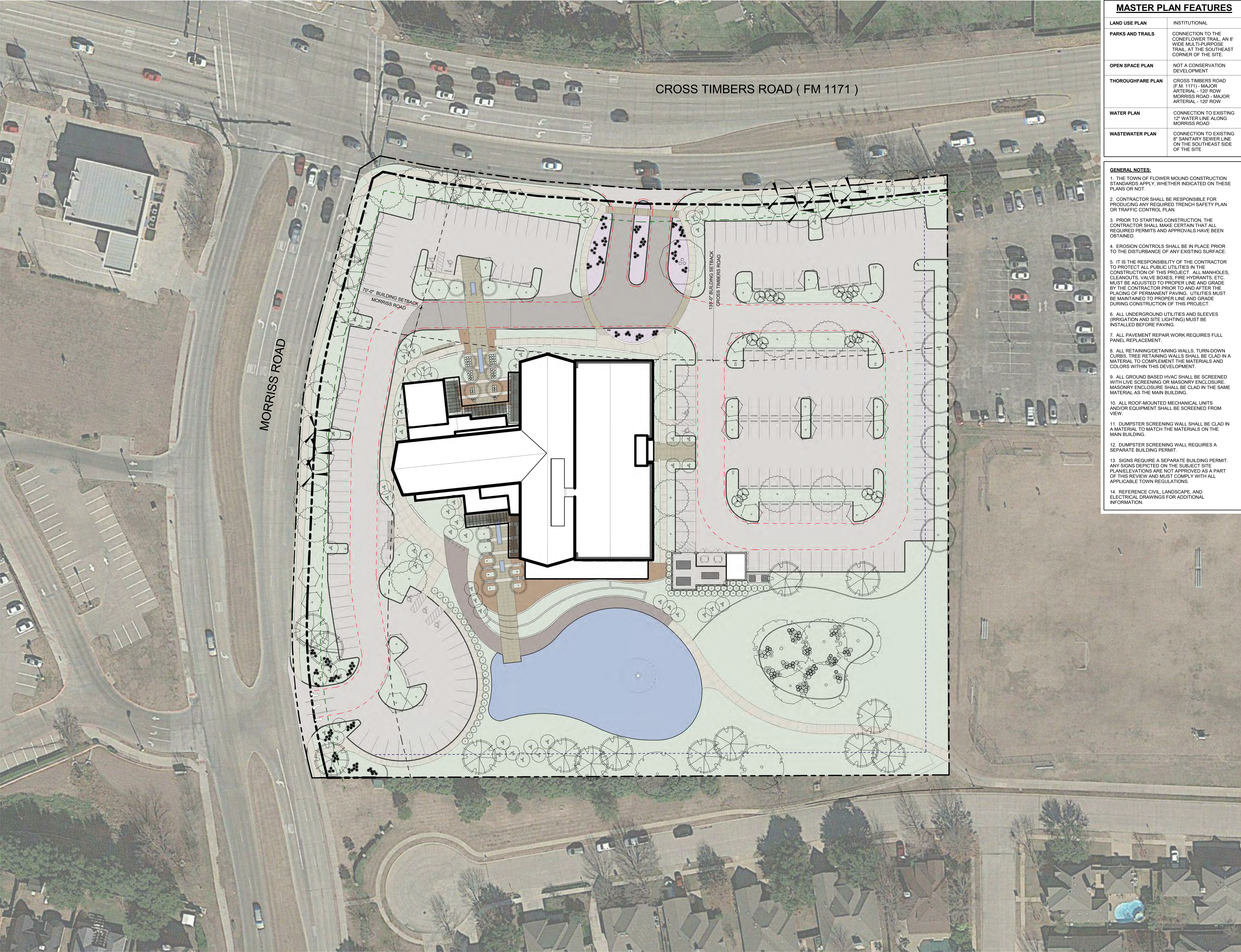
FRANK W. NEAL & ASSOCIATES, INC.
1015 WEST BROADWAY
FORT WORTH, TEXAS 76104
817.332.1944
www.fwna-eng.com

MEP ENGINEER

SUMMIT CONSULTANTS, INC.
1300 SUMMIT AVENUE
SUITE 500
FORT WORTH, TEXAS 76102
817.878.4242
www.summitmep.com

OWT ARCHITECTS

OXLEY WILLIAMS THARP ARCHITECTS, PLLC.
509 PECAN STREET
SUITE 100
FORT WORTH, TEXAS 76102
817.993.9844
www.owtarchitects.com



MASTER PLAN FEATURES

LAND USE PLAN	INSTITUTIONAL
PARKS AND TRAILS	CONNECTION TO THE CONEFLOWER TRAIL AN 8' WIDE MULTI-PURPOSE TRAIL AT THE SOUTHEAST CORNER OF THE SITE.
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	CROSS TIMBERS ROAD (F.M. 1171) - MAJOR ARTERIAL - 120' ROW MORRISS ROAD - MAJOR ARTERIAL - 120' ROW
WATER PLAN	CONNECTION TO EXISTING 12" WATER LINE ALONG MORRISS ROAD
WASTEWATER PLAN	CONNECTION TO EXISTING 6" SANITARY SEWER LINE ON THE SOUTHEAST SIDE OF THE SITE

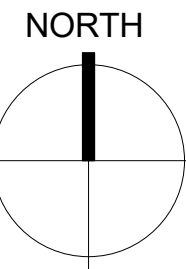
- GENERAL NOTES:**
1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR PRODUCING ANY REQUIRED TRENCH SAFETY PLAN OR TRAFFIC CONTROL PLAN.
 3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED.
 4. EROSION CONTROLS SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
 5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
 6. ALL UNDERGROUND UTILITIES AND SLEEVES (IRRIGATION AND SITE LIGHTING) MUST BE INSTALLED BEFORE PAVING.
 7. ALL PAVEMENT REPAIR WORK REQUIRES FULL PANEL REPLACEMENT.
 8. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
 9. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 10. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 11. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 12. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 13. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 14. REFERENCE CIVIL, LANDSCAPE, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

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Revision Schedule		
Rev. #	Revision Description	Revision Date

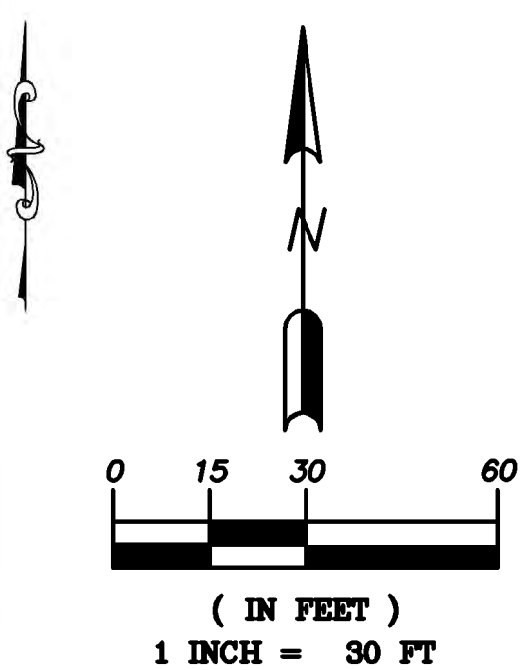


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FLOWER MOUND TOWN HALL
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

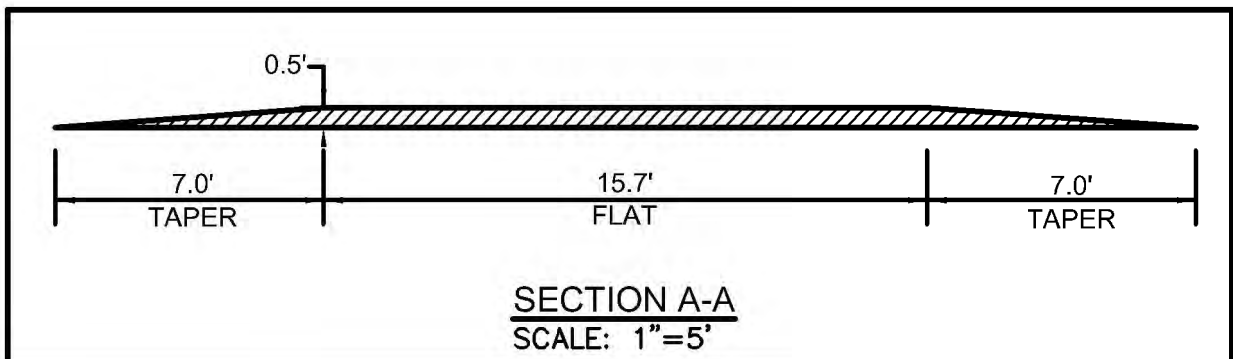
2014.014.00
MAY 03, 2017

OVERALL SITE PLAN



LEGEND

	EXISTING CURB
	PROPOSED CURB
	PARKING SPACES IN A ROW
	PROPOSED 8" REINFORCED, HEAVY DUTY CONCRETE PAVEMENT PER DETAIL SHEET C6.00
	PROPOSED 5" REINFORCED, MEDIUM DUTY CONCRETE PAVEMENT PER DETAIL SHEET C6.00
	PROPOSED SIDEWALK PAVEMENT
	PROPOSED PAVERS. REFER TO LANDSCAPE PLANS FOR DETAILS.
	PROPOSED TRAIL (PER DETAILS SHEET C6.00)
	PROPOSED LIGHT STANDARD. REFER TO MEP FOR DETAILS
	PROPOSED FIRE LANE MARKING
	PROPOSED 4' TALL STEEL FENCE



MASTER PLAN FEATURES	
LAND USE PLAN	INSTITUTIONAL
PARKS AND TRAILS	CONNECTION TO THE CONEFLOWER TRAIL, AN 8' WIDE MULTI-PURPOSE TRAIL, AT THE SOUTHEAST CORNER OF THE SITE
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
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WATER PLAN	CONNECTION TO EXISTING 12" WATER LINE ALONG MORRIS ROAD
WASTEWATER PLAN	CONNECTION TO EXISTING 8" SANITARY SEWER LINE ON THE SOUTHEAST SIDE OF THE SITE

SITE DATA TABLE	
PHYSICAL ADDRESS:	2121 CROSS TIMBERS ROAD
GROSS SITE AREA:	6.57 AC / 286,246 SF
NET SITE AREA:	5.52 AC / 240,505 SF
ZONING:	R2
CURRENT USE:	INSTITUTIONAL
LOT COVERAGE DATA	
BUILDING COVERAGE:	9% / 26,847 SF
IMPERVIOUS AREA:	51% / 144,597 SF
PERVIOUS AREA:	40% / 114,802 SF
PARKING SUMMARY	REQUIRED PROVIDED
TOTAL PARKING	183 228
BUILDING DATA	
BUILDING:	2 STORY
PEAK HEIGHT	39'-0"
MEAN HEIGHT	35'-0"
TOTAL SQUARE FOOTAGE	45,734 SF

NOTE A:
NO CURB IN THESE AREAS. INSTALL 36" ROOT BARRIER BETWEEN
PAVEMENT AND LANDSCAPE ISLAND ENTIRE LENGTH OF CURB LEAVE OUT

PREPARED BY:



CARRILLO ENGINEERING, LLC
TEXAS BOARD OF PROFESSIONAL ENGINEERS
REGISTRATION NO. F-15893
301 COMMERCE STREET, SUITE 1410
FORT WORTH, TEXAS 76102
PHONE NO.: 817-896-0976
CONTACT: ANNA C. BLACKWELL, P.E.

OWNER:
TOWN OF FLOWER MOUND
2121 CROSS TIMBERS ROAD
TOWN OF FLOWER MOUND, TEXAS
CONTACT: CHUCK RUSSELL
PHONE: 972-874-6347

PRELIMINARY
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ENGINEER OF RECORD:
ANNA C. BLACKWELL, P.E.
TX. REG. NO. 97350**

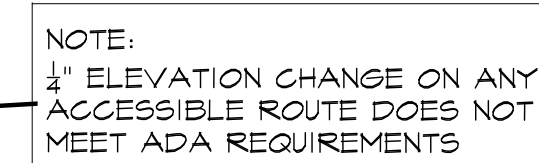
**FLOWER MOUND MUNICIPAL
PLAZA ADDITION
LOT 1, BLOCK A
TOWN OF FLOWER MOUND, TEXAS, DENTON COUNTY**

Issue Dates:
APRIL 10, 2017
MAY 03, 2017

[illegible]

Scale:
Drawn By:
Checked By:
Sheet

C1.00

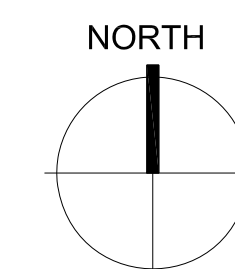


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LANDSCAPE ARCHITECT
TEXAS LIC. #

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FLOWER MOUND
TOWN HALL

2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

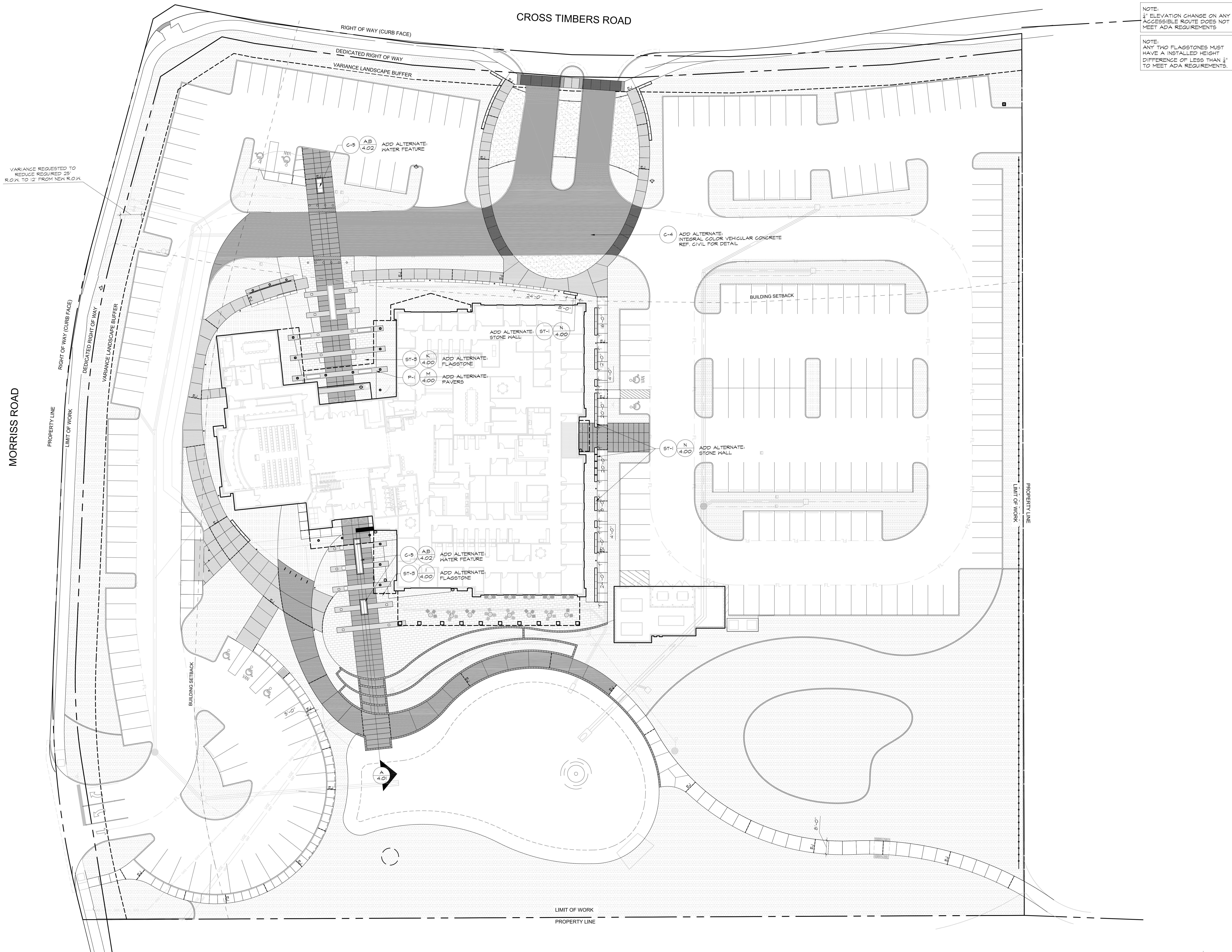
2014.014.00
May 2, 2017

HARDSCAPE PLAN

Hardscape Plan | A

SCALE: 1" = 20'-0"

L2.01



NOTE:
1/4" ELEVATION CHANGE ON ANY
ACCESSIBLE ROUTE DOES NOT
MEET ADA REQUIREMENTS

NOTE:
ANY TWO FLAGSTONES MUST
HAVE A INSTALLED HEIGHT
DIFFERENCE OF LESS THAN 1/4"
TO MEET ADA REQUIREMENTS.

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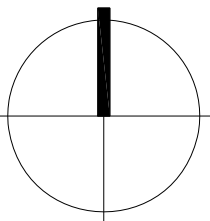
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Revision Schedule

Rev. #	Revision Description	Revision Date

NORTH



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FLOWER MOUND
TOWN HALL

2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

2014.014.00
May 2, 2017

ADD ALTERNATE
HARDSCAPE PLAN

Add Alternate Hardscape Plan

A

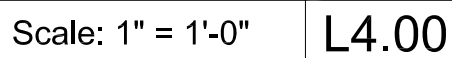
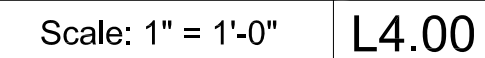
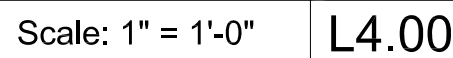
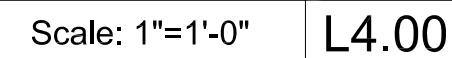
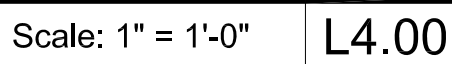
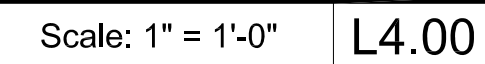
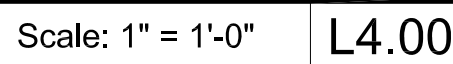
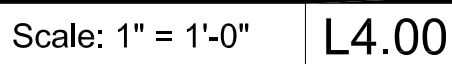
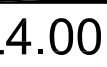
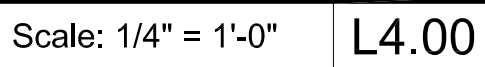
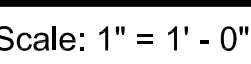
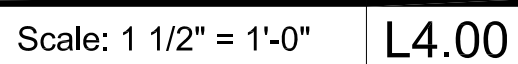
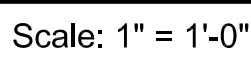
SCALE: 1" = 20'-0"

L2.01.1

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TEXAS LIC. #

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2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

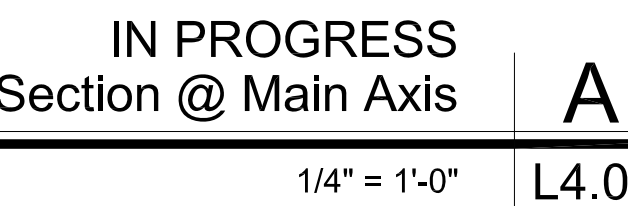
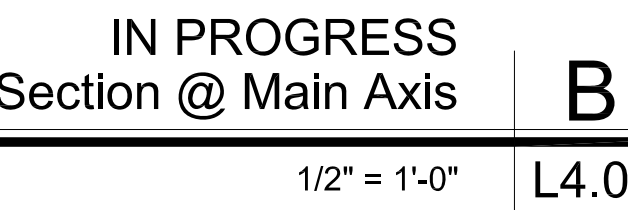
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May 2 2

L4.00

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LOWER MOUND
TOWN HALL
21 CROSS TIMBERS ROAD
LOWER MOUND, TEXAS

2014.014.00
May 2, 2017

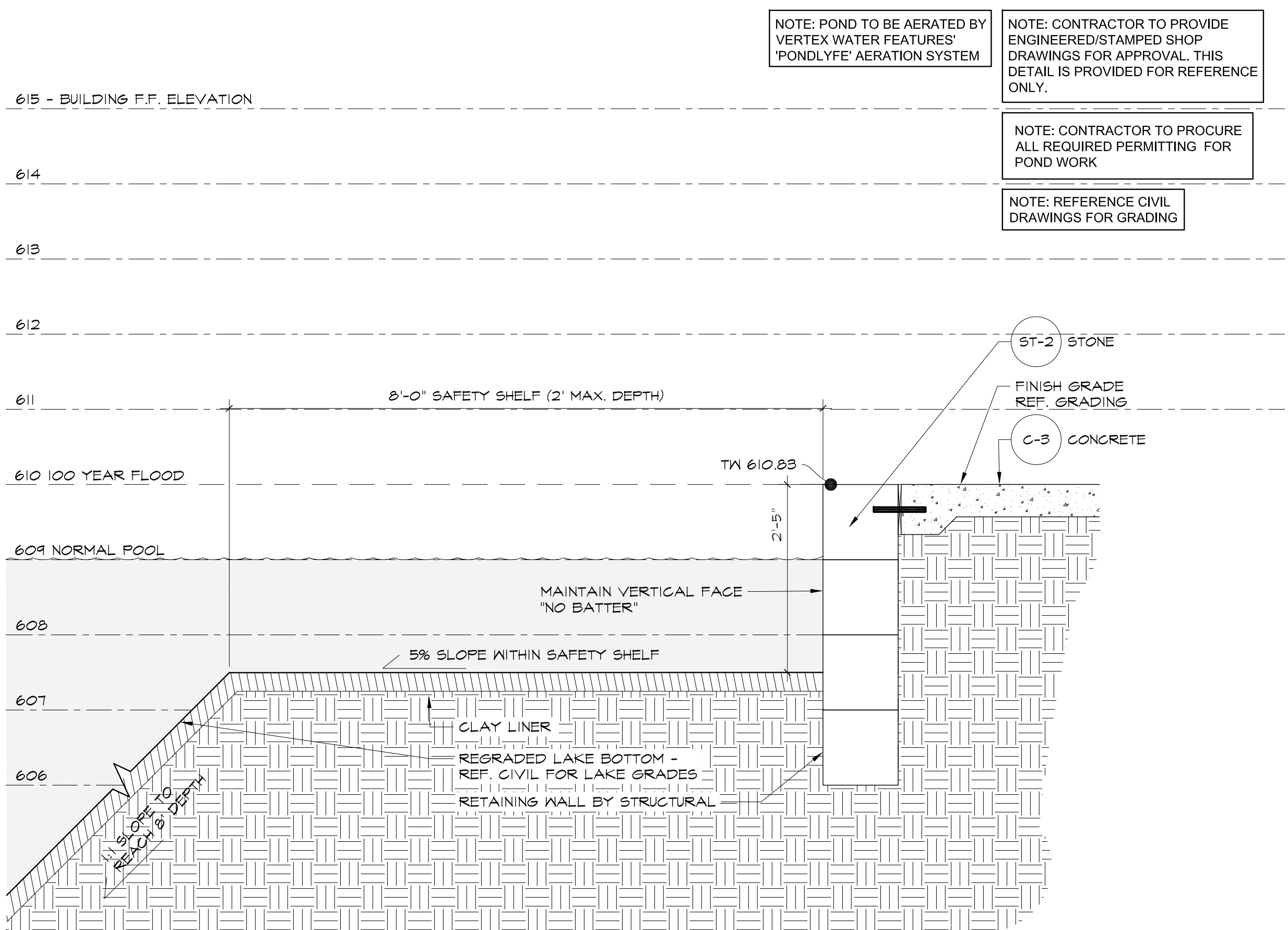
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L4.01

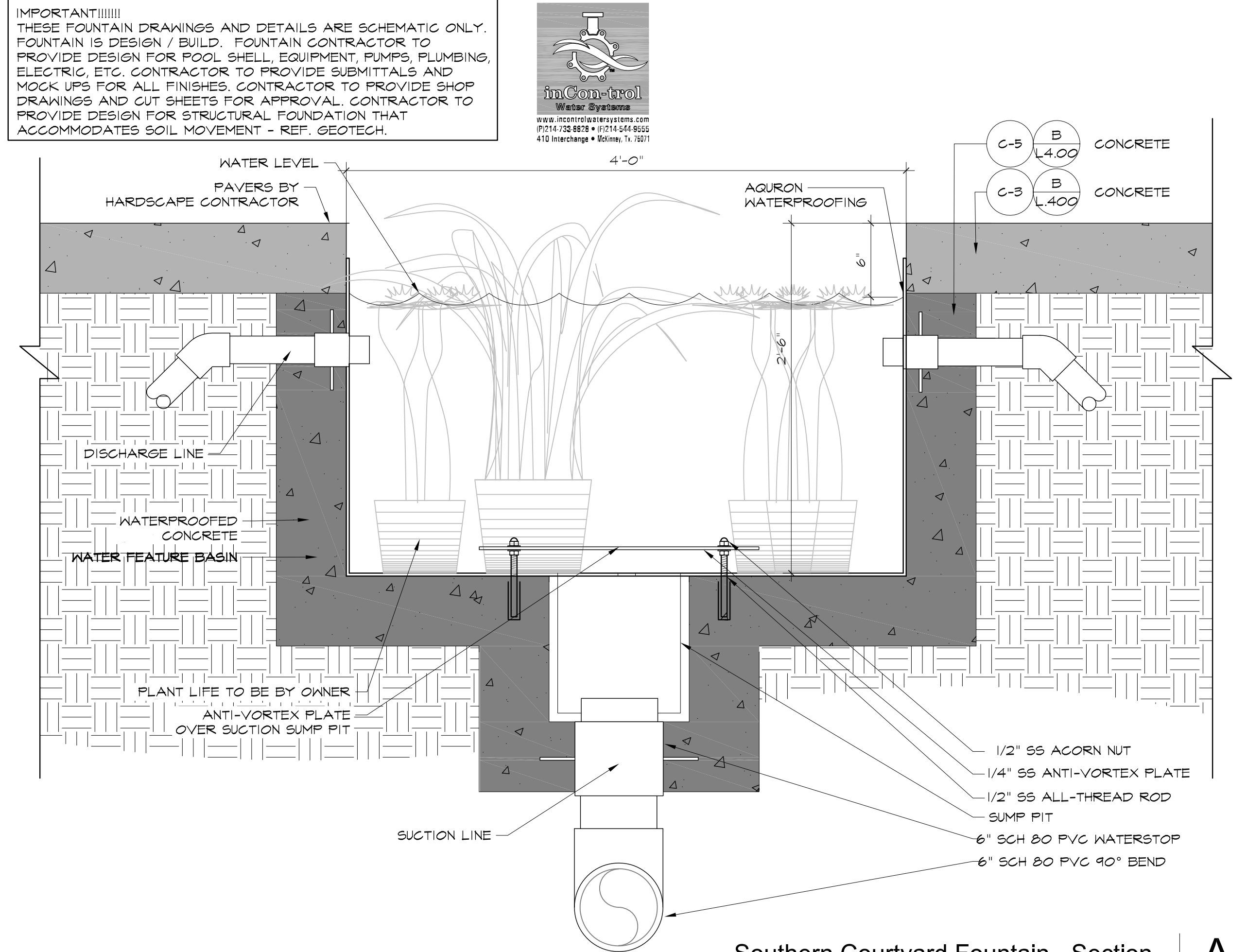
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[illegible]

Retaining Wall @ Pond Section	B
3/4"=1'-0"	L4.02

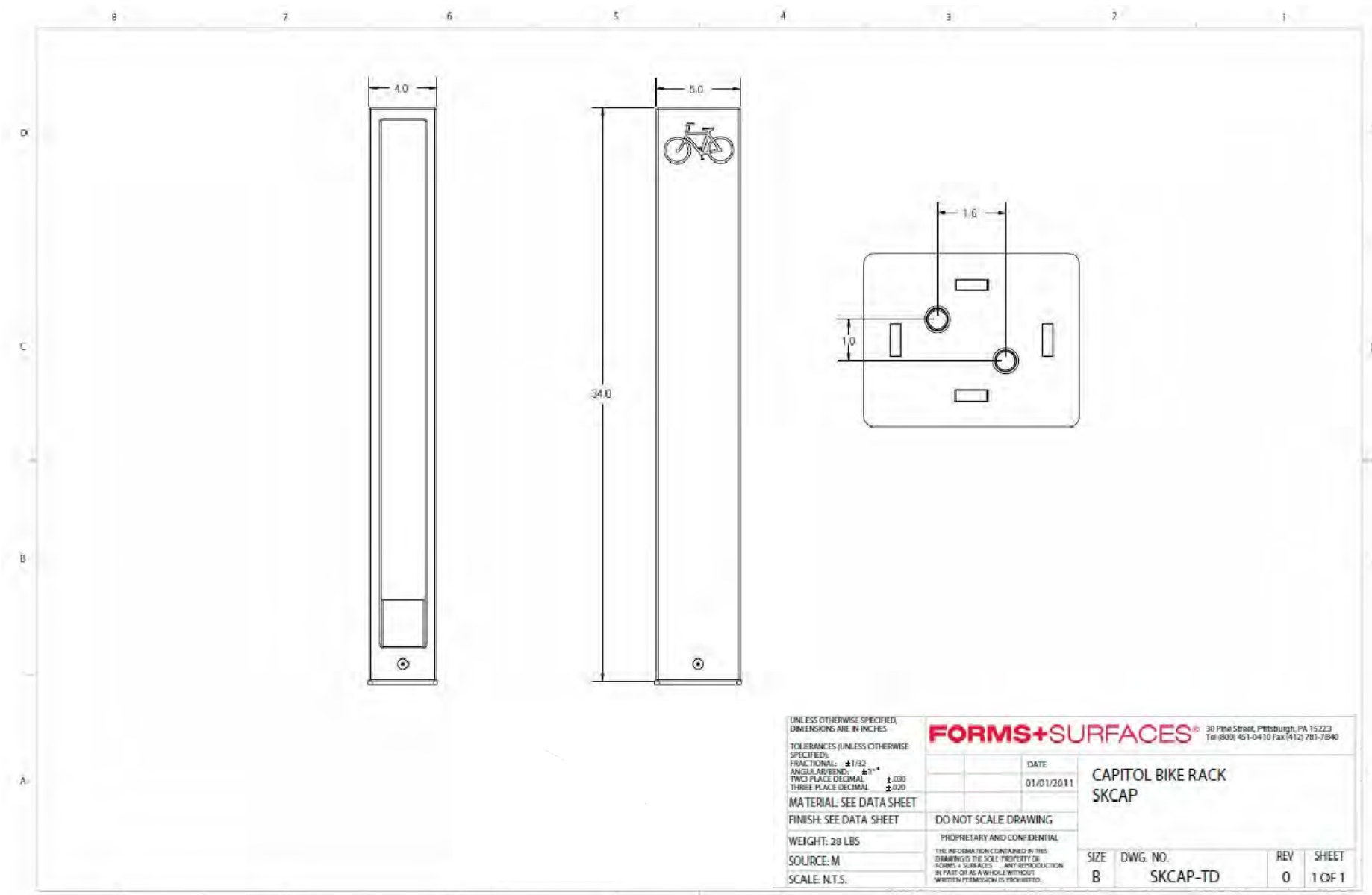


Southern Courtyard Fountain - Section	A
1 1/2" = 1'-0"	L4.02

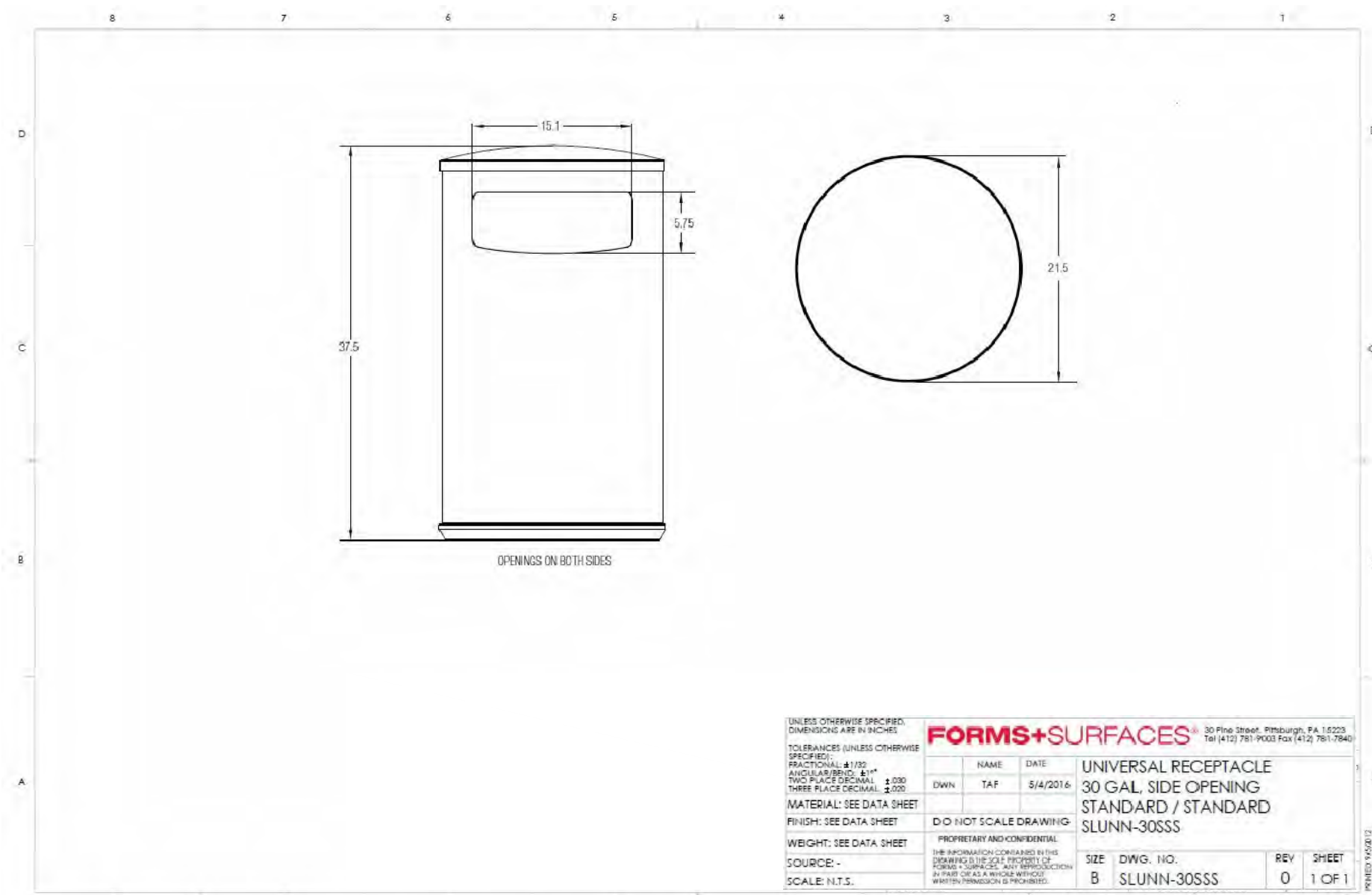
L4.02

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TEXAS LIC. #

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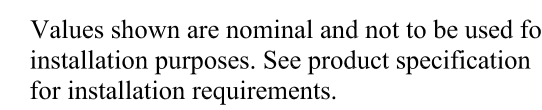
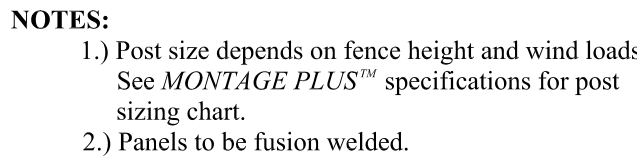
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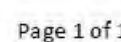
B

E



F

D



A

May 2, 2013

May 2, 2013

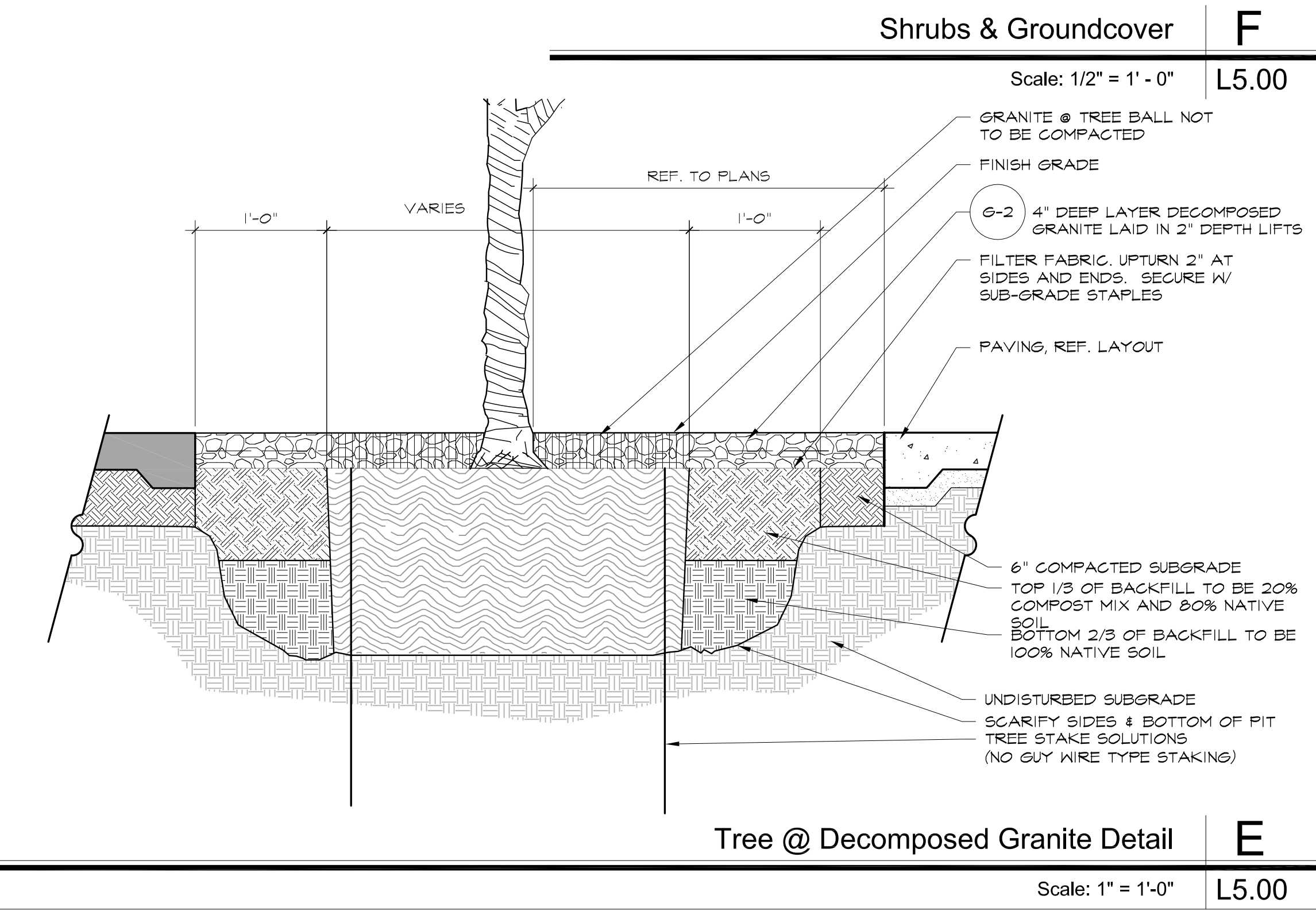
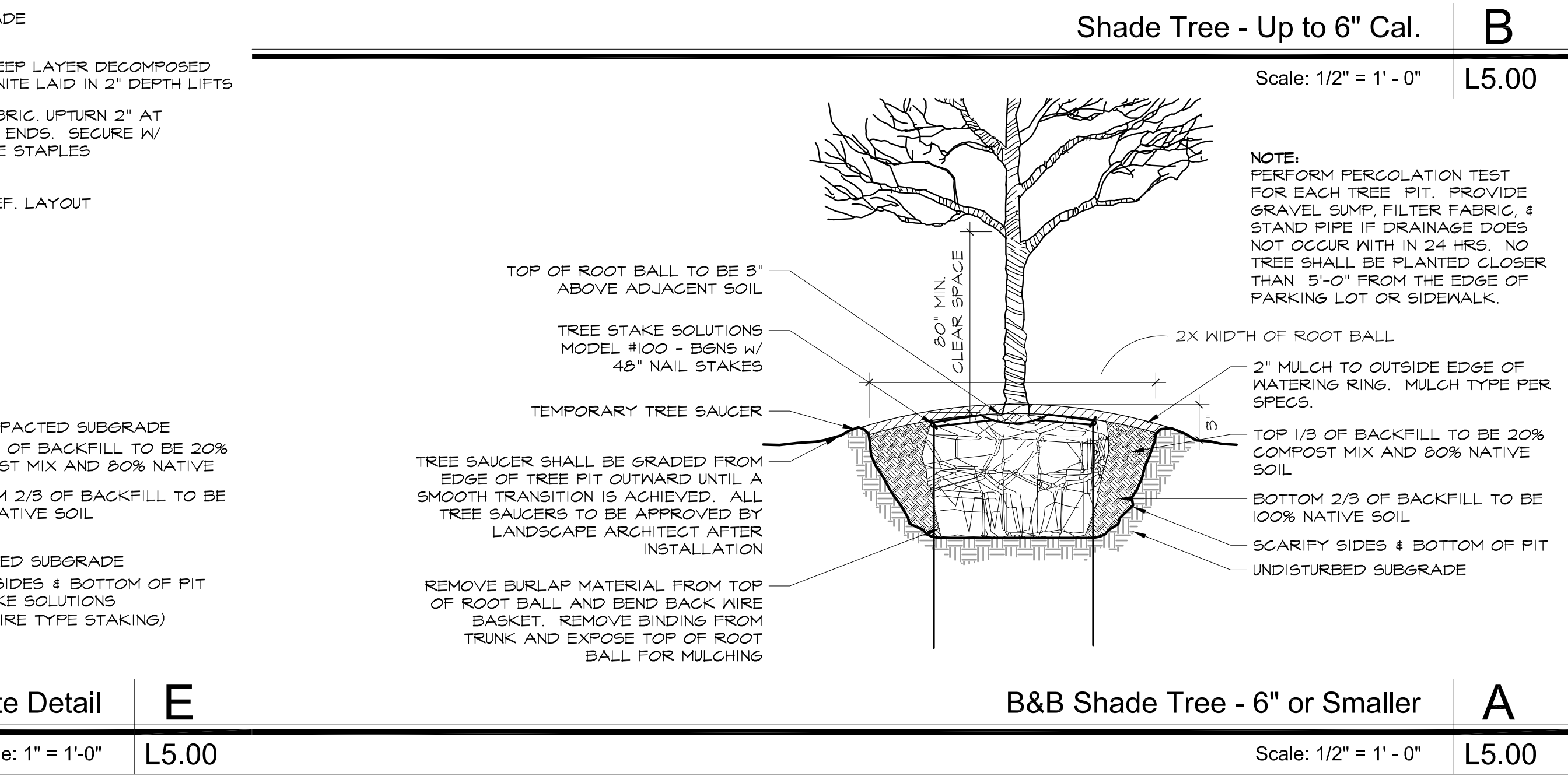
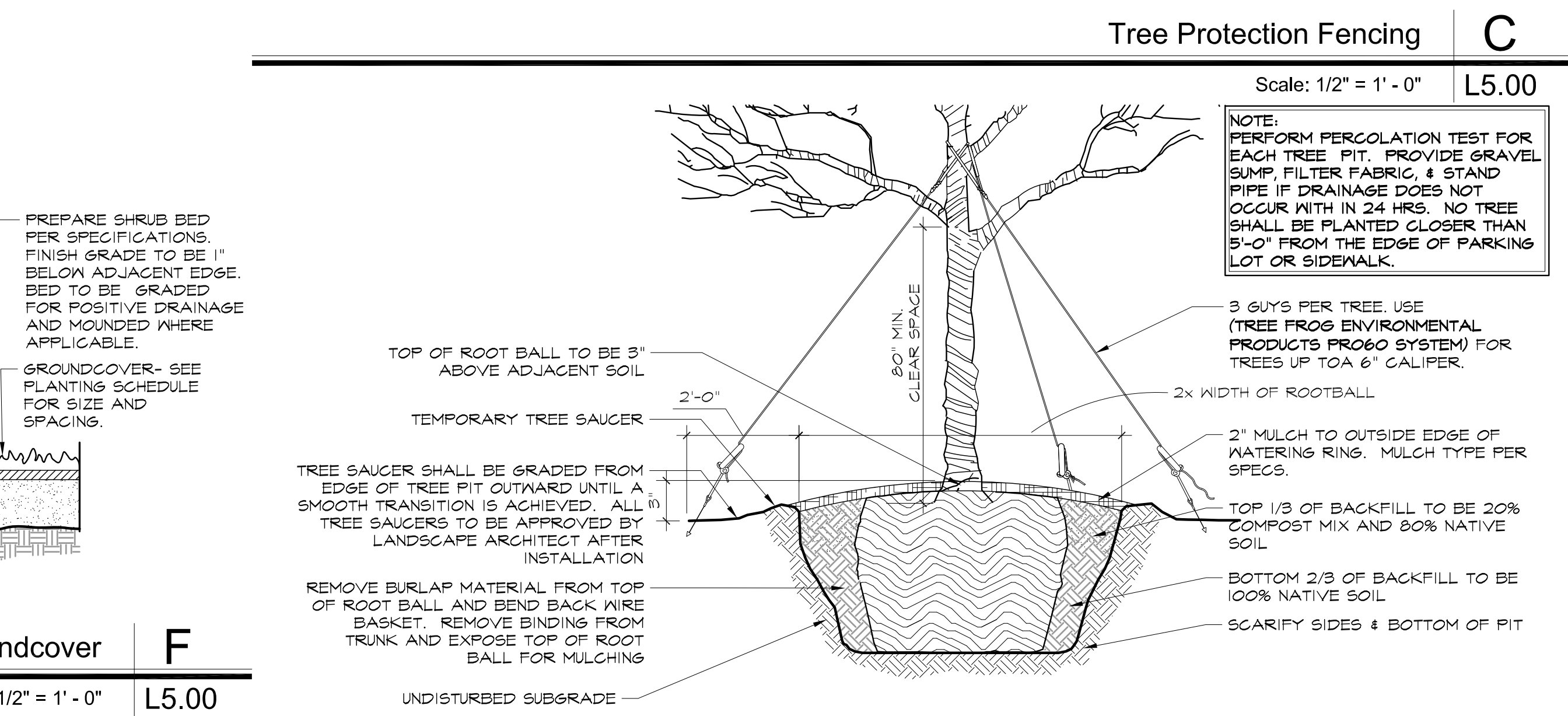
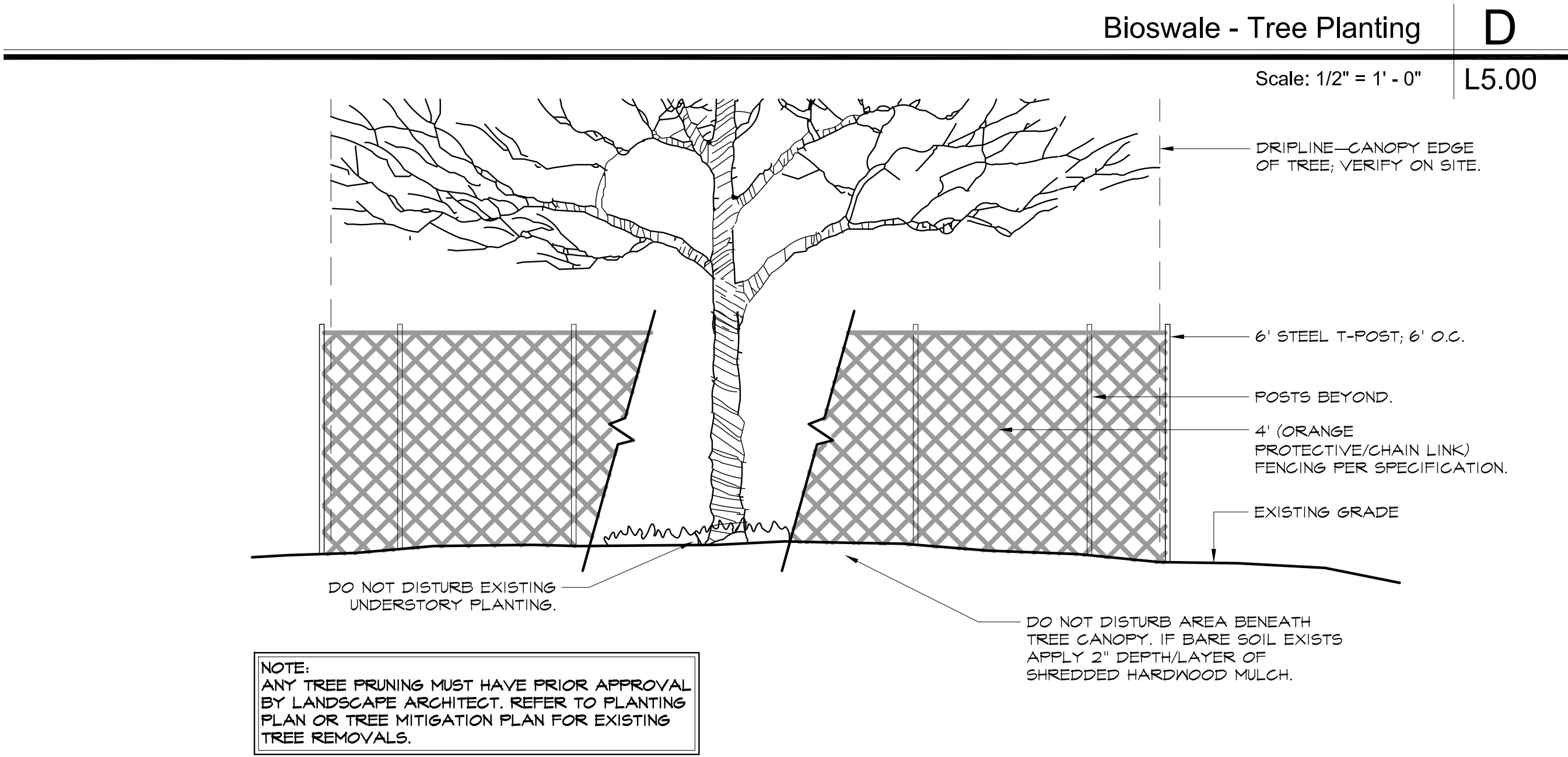
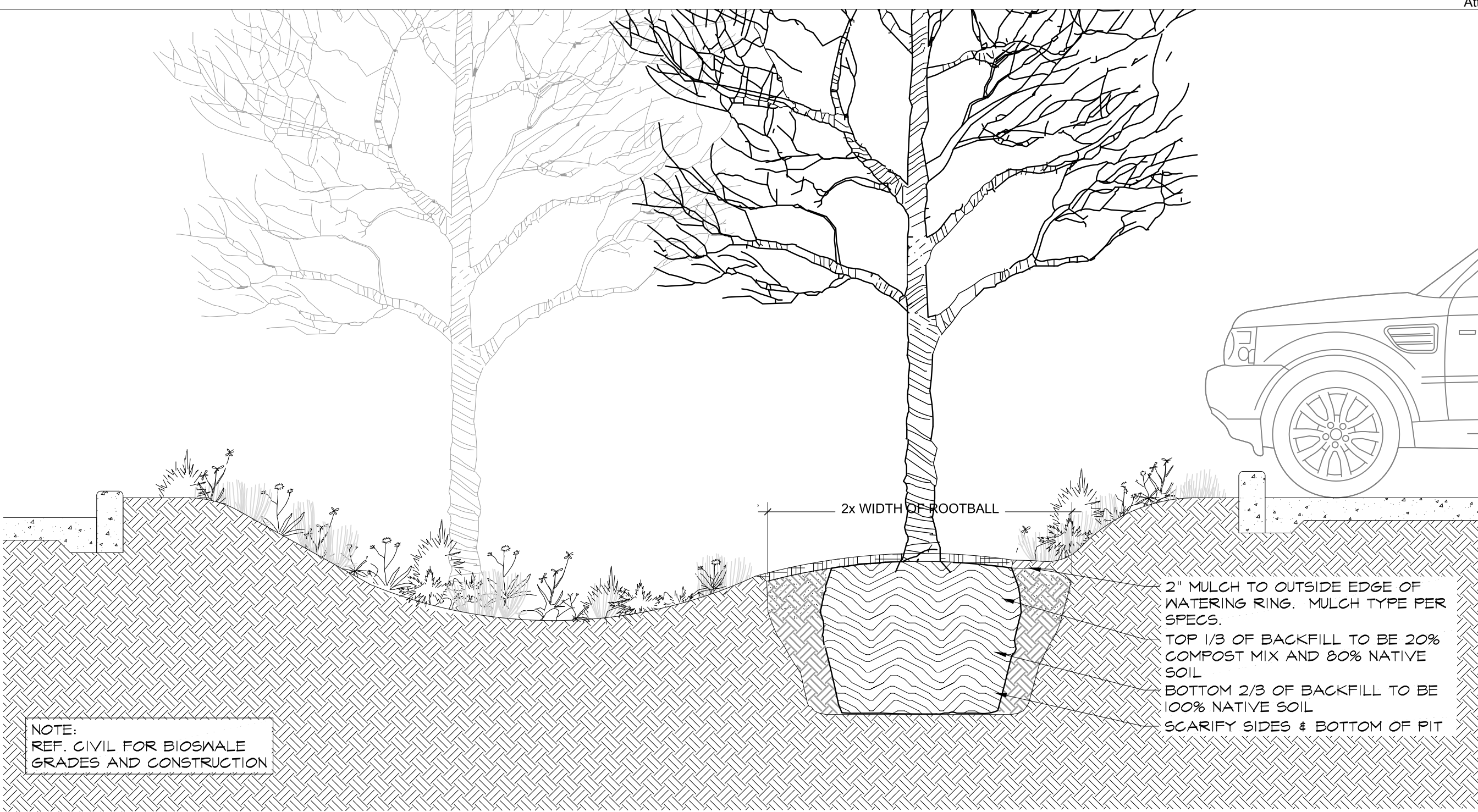
L4.03

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[illegible]

Street Yard Landscaping			
Standard	Total Street Yard (sq. ft.)	Required	Provided
Min. 20% of Street Yard	145,234 sq. ft.	29,046 sq. ft.	48,479 sq. ft.
Street Yard Trees			
Standard	Total Street Yard (sq. ft.)	Required	Provided
10,000 to 20,000 s.f. + 1 per 2,500 s.f. plus 10 trees	145,234 sq. ft.	59 trees	60 Canopy 68 Ornamental
Street Buffer Landscaping			
	Required Buffer Width	Provided	
Morris Road	25 ft.	12 ft.	VARIANCE REQUESTED
Cross Timbers Road	25 ft.	25 ft.	VARIANCE REQUESTED
Street Buffer Trees			
Standard	Street Frontage (Linear ft.)	Required	Provided
1 per 30 l.f.	Morris Road = 533 ft.	18 trees	18 Canopy
1 per 30 l.f.	Cross Timbers Road = 495 ft.	17 trees	17 Canopy
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	230	1,725 s.f.	21,300 s.f.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	230	23 trees	24 Canopy 20 Ornamental
All Parking spaces are located within 50ft. of a tree			

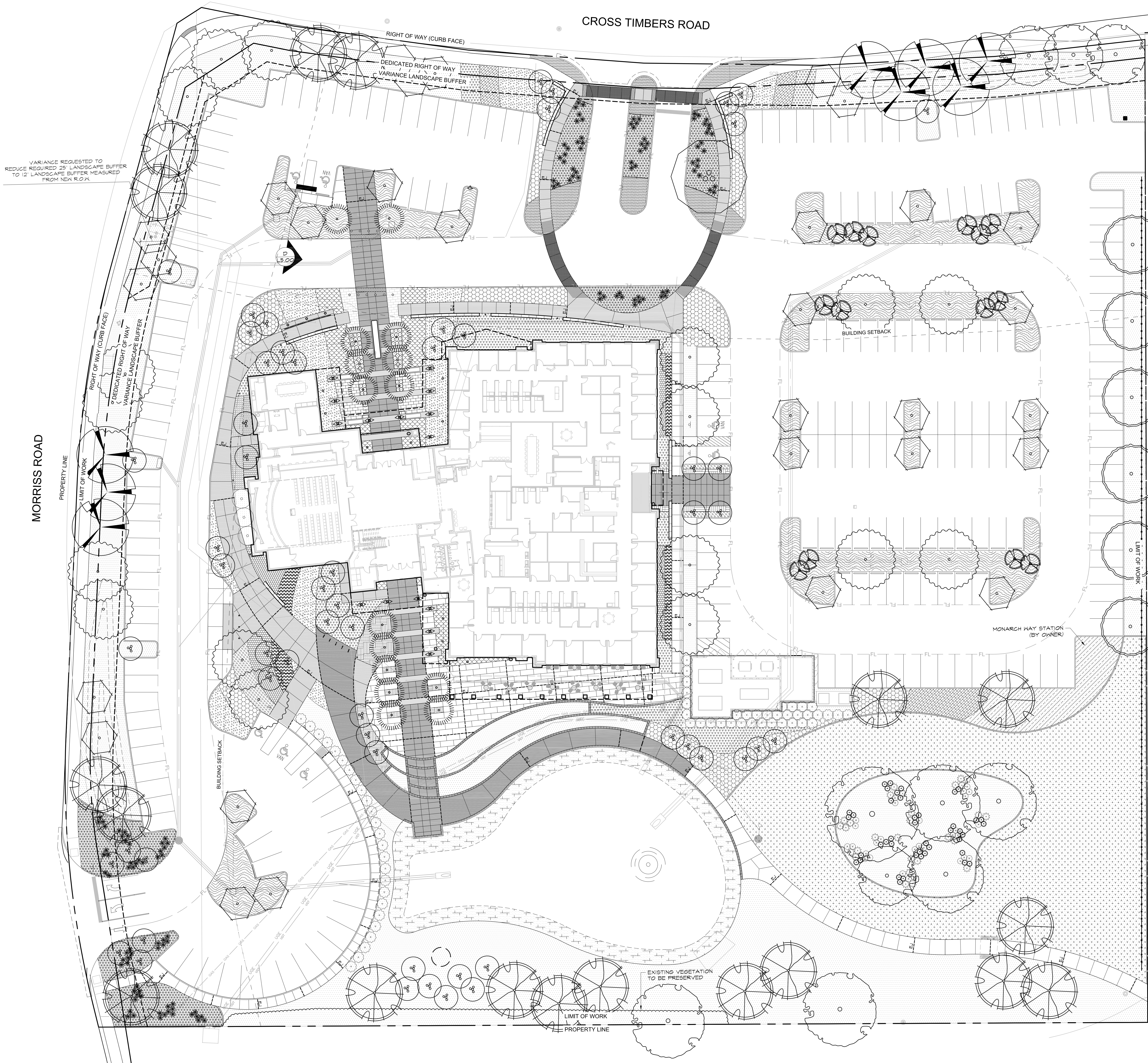


FLOWER MOUND
TOWN HALL
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

2014.014.00
May 2, 2017

PLANTING DETAILS

L5.00



PLANT LEGEND:		
QUANTITY	PLANT SYMBOL	COMMON NAME BOTANICAL NAME
CANOPY TREES		
8		SWEETGUM <i>Liquidambar styraciflua</i>
18		SHUMARD OAK <i>Quercus shumardii</i>
6		LIVE OAK <i>Quercus virginiana</i>
30		BALD CYPRESS <i>Taxodium distichum</i>
14		CEDAR ELM <i>Ulmus crassifolia</i>
1		HERITAGE CEDAR ELM <i>Ulmus crassifolia</i>
15		ALLEE ELM <i>Ulmus parvifolia 'Emer II'</i>
ORNAMENTAL TREES		
76		DESERT WILLOW <i>Chilopsis linearis 'Bubba'</i>
18		POSSEHAWK <i>Ilex decidua</i>
60		LITTLE GEM MAGNOLIA <i>Magnolia grandiflora 'Little Gem'</i>
SHRUBS & VINES		
107		WHALE'S TONGUE AGAVE <i>Agave avatifolia</i>
24		AMERICAN BEAUTYBERRY <i>Callicarpa americana</i>
62		HOLLY FERN <i>Cyrtanthium falcatum 'Reichfordianum'</i>
28		CORAL HONEYSUCKLE <i>Lonicera sempervirens</i>
28		TURK'S CAP <i>Malvastrum arboreum var. drummondii</i>
42		CORALBERRY <i>Symphoricarpos orbiculatus</i>
PERENNIALS		
100 SF		FRANKE VERBENA + TEXAS SEDGE 50/50 MIX <i>Dianthus bispinnatifidus</i> + <i>Carex texensis</i>
500 SF		SALVIA MAY NIGHT <i>Salvia x sylvestris 'Mainacht'</i>
EVERGREEN SCREEN		
1100 SF		ROSE CREEK ABELIA <i>Abella x Rose Creek</i>
700 SF		DWARF YALPON HOLLY <i>Ilex pumila</i>
300 SF		DWARF WAX MYRTLE <i>Myrica cerifera var. pumila</i>
4,200 SF		LYNN'S LEGACY TEXAS SAGE <i>Leucophyllum 'Lanmanii'</i>
GROUNDCOVERS & GRASSES, NATIVE PRAIRIE		
400 SF		BLONDE AMBITION GRAMA <i>Bouteloua gracilis 'Blonde Ambition'</i>
1500 SF		TEXAS SEDGE <i>Carex texensis</i>
44,640 SF		BERMUDA GRASS <i>Cyrtanthium dactylon</i>
3500 SF		EVERGREEN GIANT LIRIOPE <i>Liriope muscari 'Evergreen Giant'</i>
4,600 SF		GULF MUHLY <i>Muhlenbergia capillaris</i>
4,300 SF		MEXICAN FEATHER GRASS <i>Nassella tenuissima</i>
1,600 SF		SEASONAL COLOR
18,660 SF		NATIVE AMERICAN SEED BLACKLAND PRAIRIE MIX
BIOSWALE		
30%		INLAND SEA OATS <i>Chasmanthium latifolium</i>
30%		INDIANGRASS <i>Sorghastrum nutans</i>
20%		TEXAS SEDGE <i>Carex texensis</i>
20%		EASTERN WOODLAND SEDGE <i>Carex blanda</i>
LAKE EDGE		
25%		PICKERELWEED <i>Pontederia cordata</i>
50%		SOFT RUSH JUNCUS <i>Juncus effusus</i>
25%		AMERICAN WHITE WATER LILY <i>Nymphaea odorata</i>
MONARCH WAY STATION - RECOMMENDED PLANTS		
	KALEIDOSCOPE ABELIA <i>Abella x grandiflora 'Kaleidoscope'</i>	
	HENRY DUELBERG SALVIA + AUGUSTA DUELBERG SALVIA <i>Salvia farinacea 'Henry Duelberg' & 'Augusta Duelberg'</i>	
	'NEW GOLD' LANTANA <i>Lantana x 'New Gold'</i>	
	PURPLE CONEFLOWER <i>Echinacea pallida</i> or <i>Echinacea angustifolia</i>	
	ANTELOPE HORN MILKWEED <i>Asclepias asperula</i>	
	WEDELIA TEXANA <i>Zexmenia</i>	
	TWIST LEAF YUCCA - ALTERNATE W/ GAYFEATHER <i>Yucca rupicola</i>	
	GAYFEATHER - ALTERNATE W/ YUCCA <i>Liatris mucronata</i> or <i>Lysichiton alba</i>	
	FROGFRUIT <i>Phyla nodiflora</i>	

NOTE:
REF. CIVIL FOR GRADING

NOTE:
NO PLANT MATERIAL SHALL BE WITHIN 80" OF THE TOP OF SIDEWALK OR OTHER PEDESTRIAN PATHS

THESE DOCUMENTS ARE INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

MICHAEL S. FRAZE
LANDSCAPE ARCHITECT
TEXAS LIC. #

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FLOWER MOUND
TOWN HALL

2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

2014.014.00
May 2, 2017

PLANTING PLAN

CROSS TIMBERS ROAD (FM 1171)

BUILDING SETBACK REQUIRED: NONE
BUILDING SETBACK PROVIDED: 135'

VARIANCE REQUESTED TO REDUCE REQUIRED 25' LANDSCAPE
BUFFER TO 12' LANDSCAPE BUFFER, MEASURED FROM NEW R.O.W.

EXISTING TREES TO REMAIN, TREE PROTECTION TO BE
PROVIDED DURING DEMOLITION AND CONSTRUCTION PHASES

MORRIS ROAD

BUILDING SETBACK REQUIRED: NONE
BUILDING SETBACK PROVIDED: 70'

FLOWER MOUND TOWN HALL

TOTAL BUILDING SF = 45,734
ARCHITECTURAL FFE = 100'-0"
CIVIL FFE = 615.00'

GENERAL NOTES:

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PRODUCING ANY REQUIRED TRENCH SAFETY PLAN OR TRAFFIC CONTROL PLAN.
3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED.
4. EROSION CONTROLS SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
6. ALL UNDERGROUND UTILITIES AND SLEEVES (IRRIGATION AND SITE LIGHTING) MUST BE INSTALLED BEFORE PAVING.
7. ALL PAVEMENT REPAIR WORK REQUIRES FULL PANEL REPLACEMENT.
8. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
9. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
10. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
11. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
12. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
13. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANE/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
14. REFERENCE CIVIL, LANDSCAPE, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

SITE DATA TABLE

2121 CROSS TIMBERS ROAD
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

GROSS SITE AREA	6.57 ACRES	286,246 SF
NET SITE AREA	5.52 ACRES	240,505 SF
ZONING	R-2	
CURRENT USE	INSTITUTIONAL	
LOT COVERAGE DATA		
BUILDING COVERAGE	9%	26,847 SF
IMPERVIOUS AREA	51%	144,597 SF
PERVIOUS AREA	40%	114,802 SF
PARKING SUMMARY		
	REQUIRED	PROVIDED
	183 SPACES	228 SPACES
BUILDING DATA		
BUILDING	2 STORIES	
PEAK HEIGHT	39'-0"	
MEAN HEIGHT	35'-0"	
TOTAL SF	45,734 SF	

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FLOWER MOUND
TOWN HALL

2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

2014.014.00
MAY 03, 2017

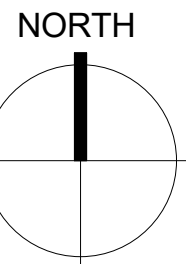
SITE PLAN

A1.01

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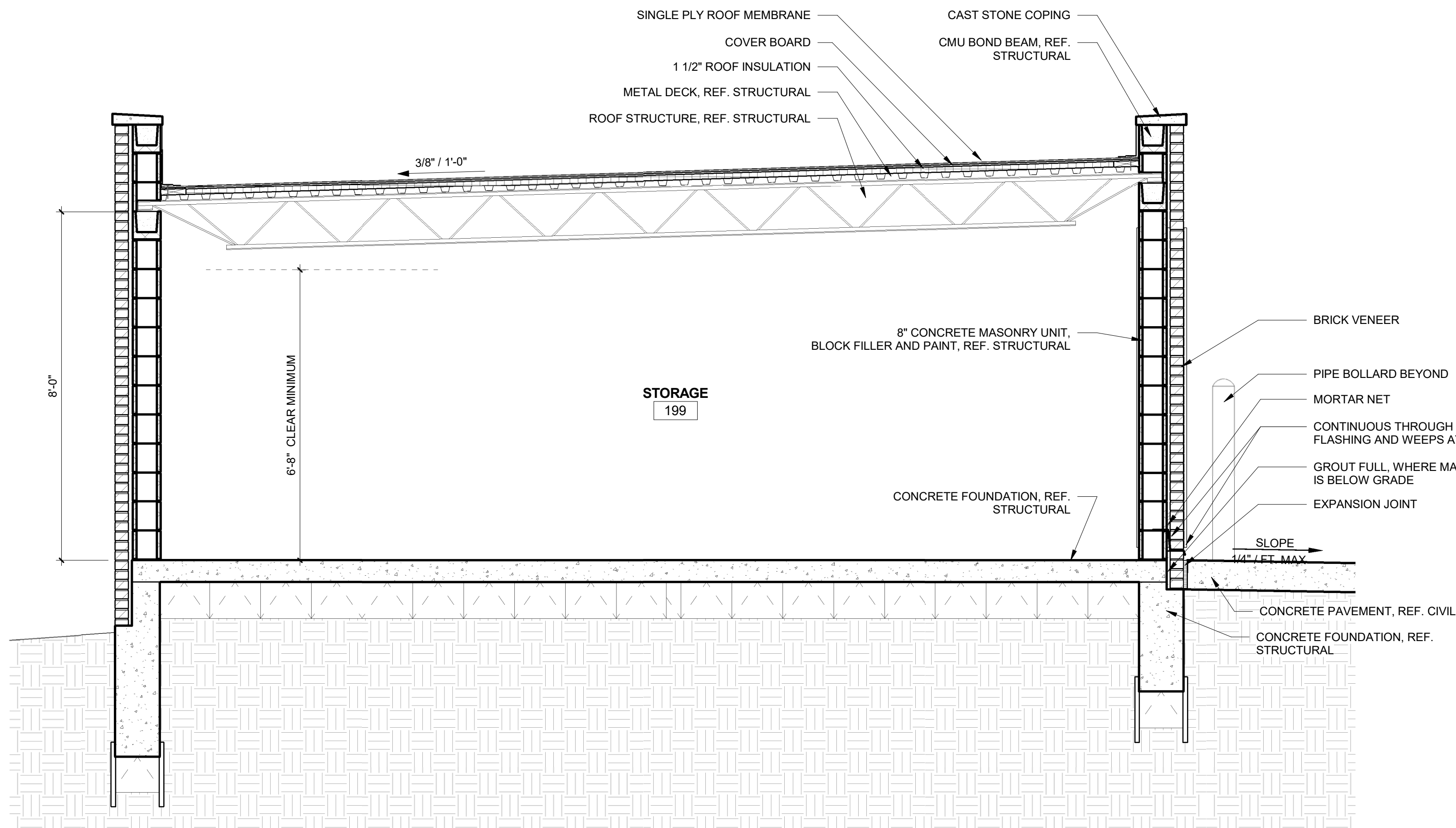
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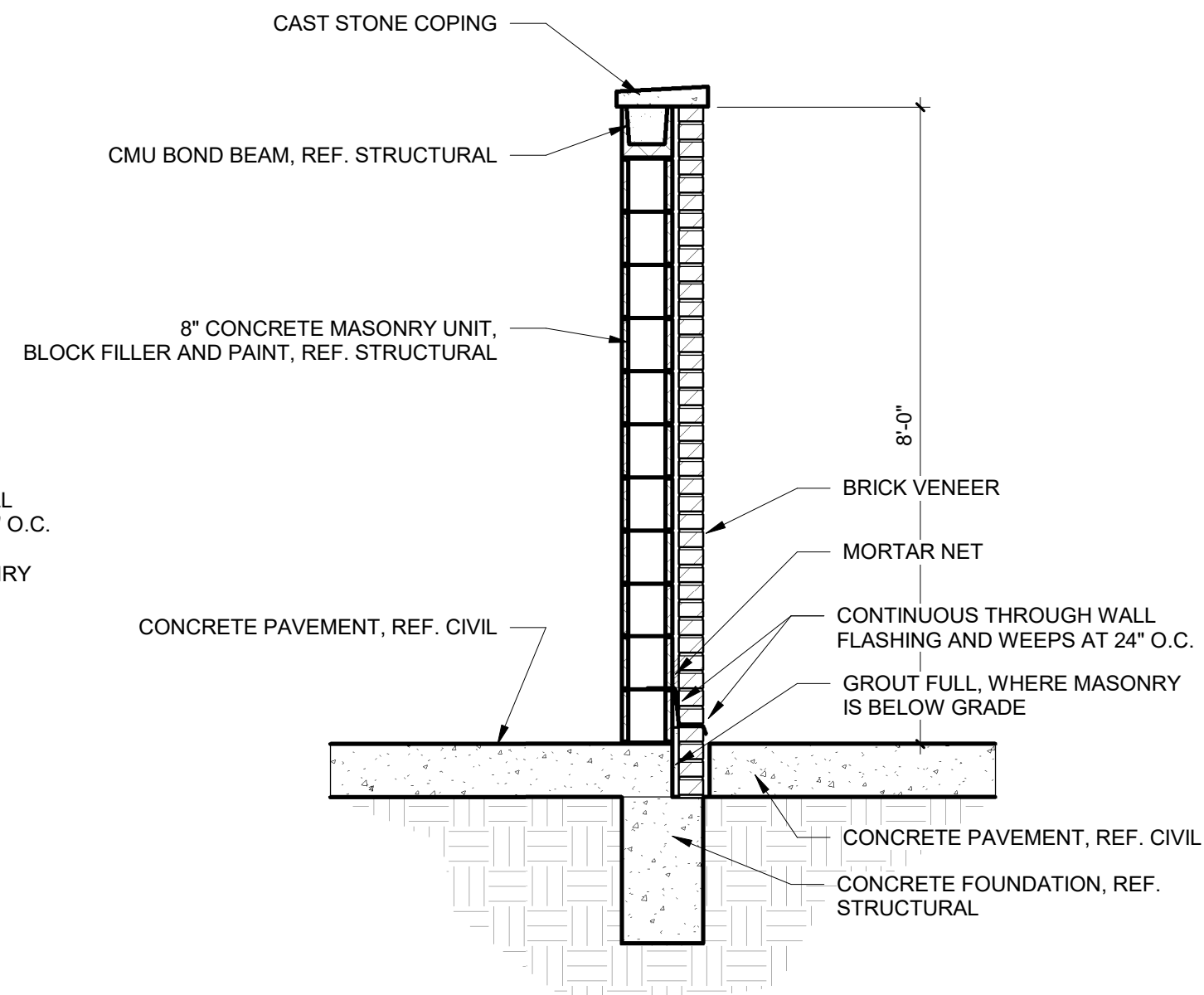
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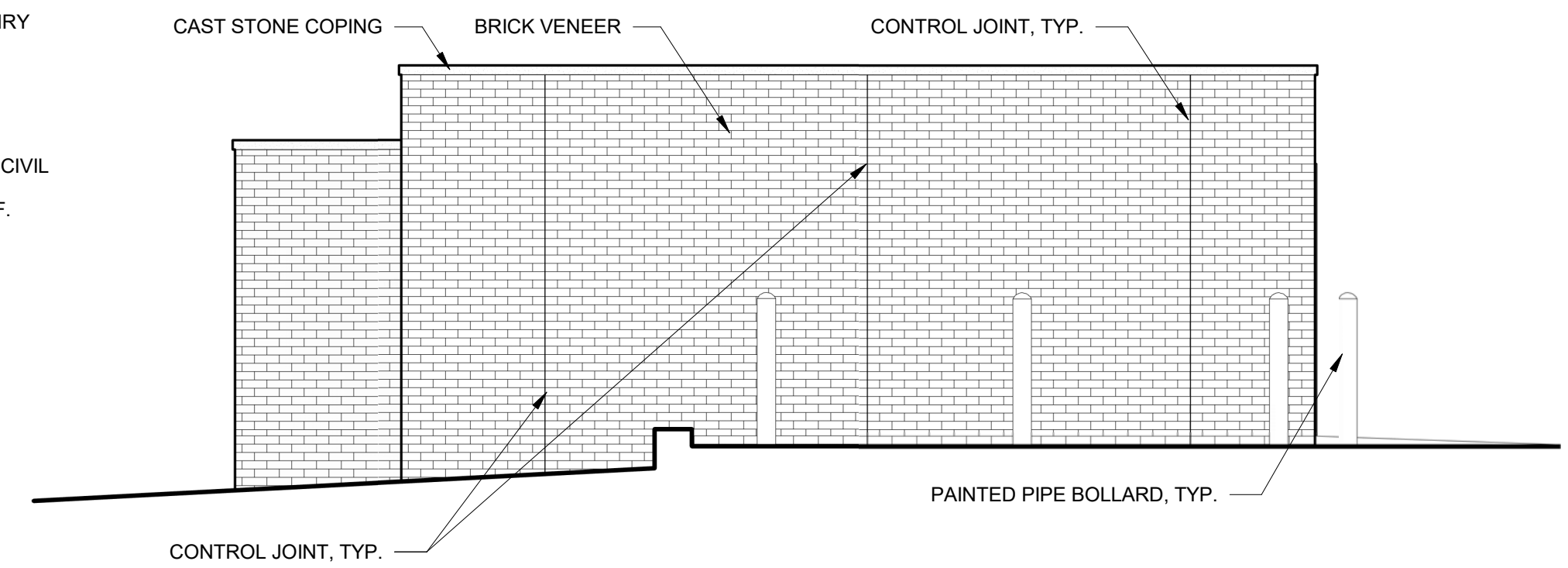
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Rev. #	Revision Description	Revision Date



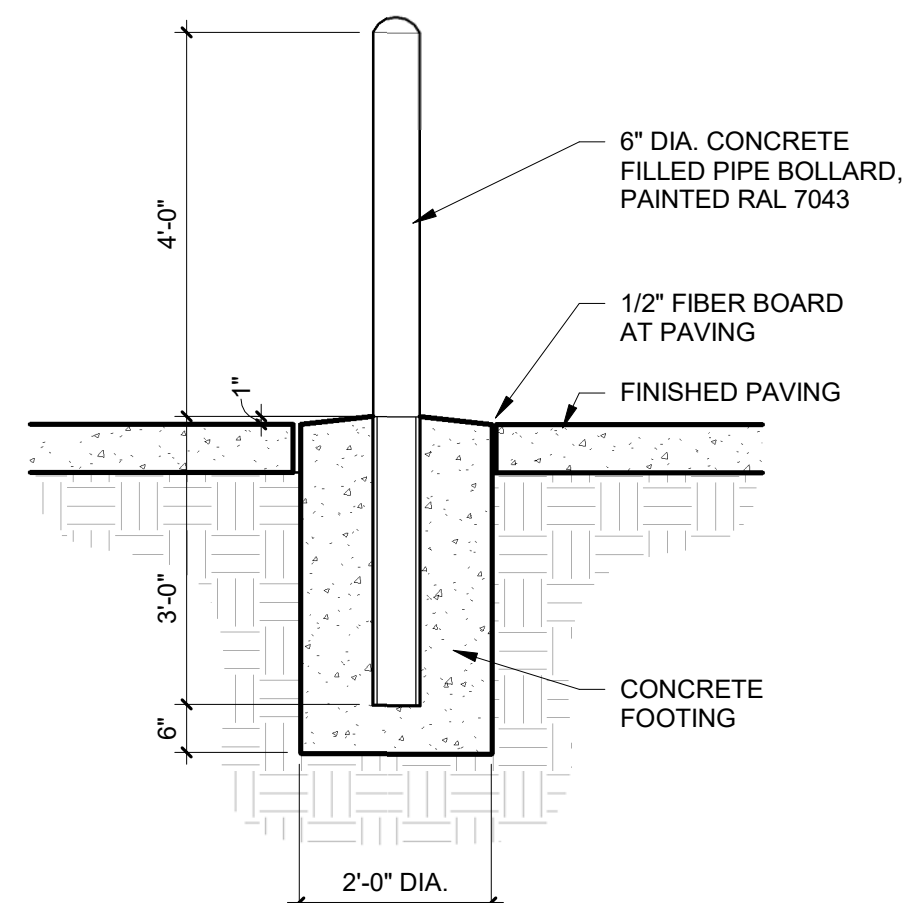
EQUIPMENT YARD STORAGE ROOM WALL SECTION 6
SCALE: 1/2" = 1'-0" A1.12



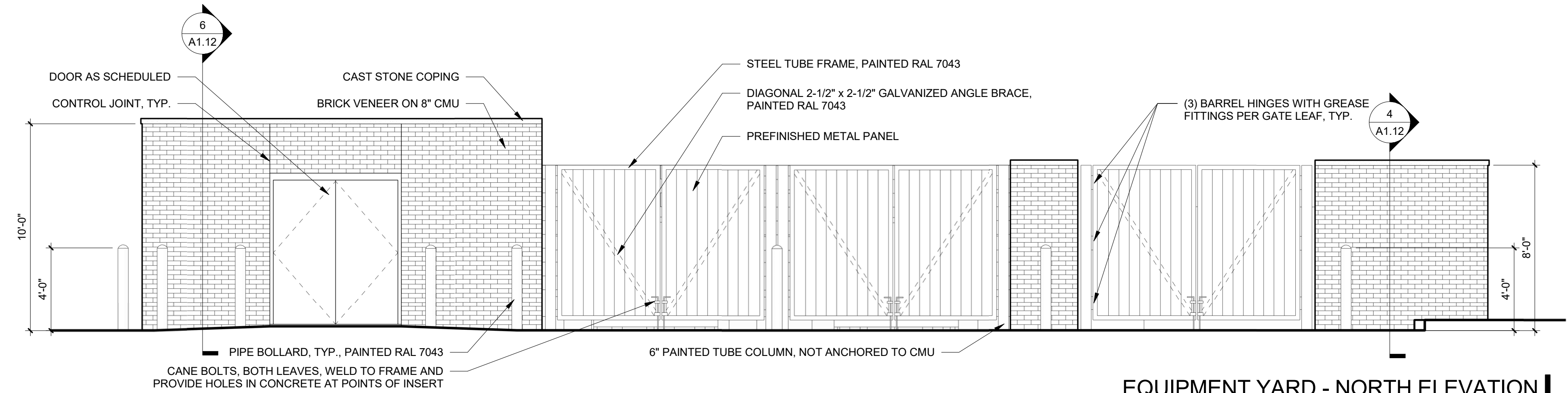
EQUIPMENT YARD WALL SECTION 4
SCALE: 1/2" = 1'-0" A1.12



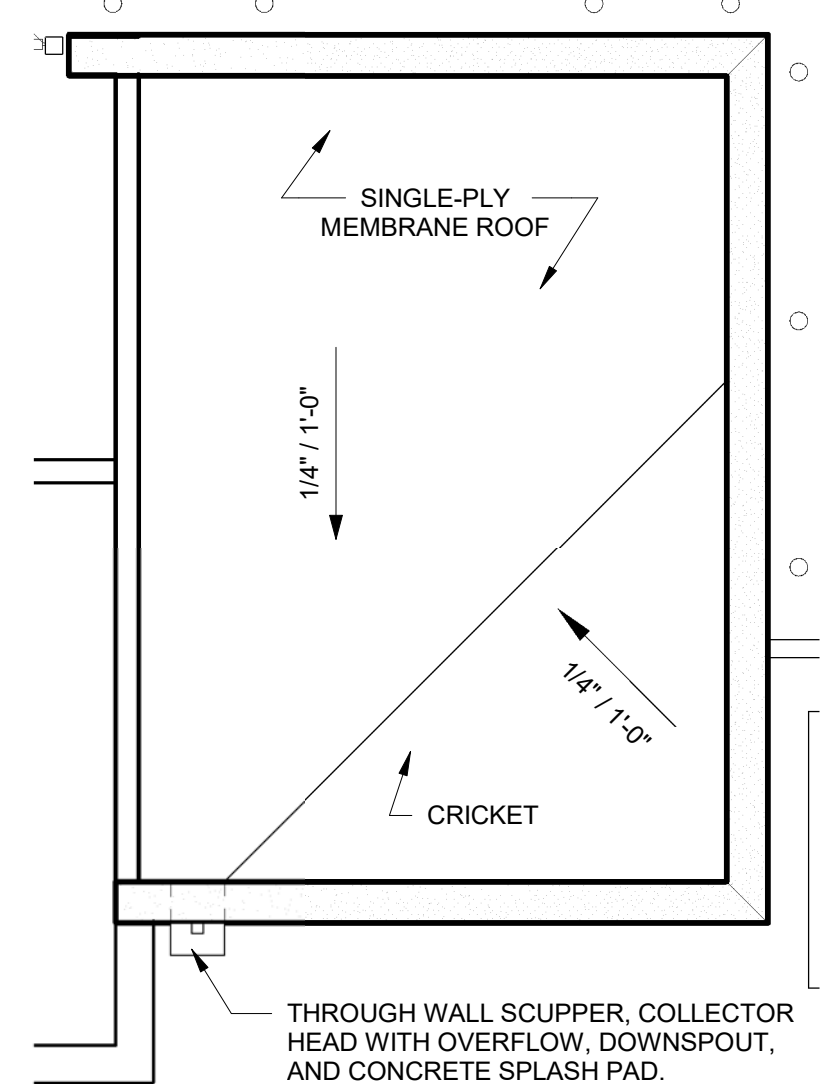
EQUIPMENT YARD - EAST ELEVATION 3
SCALE: 1/4" = 1'-0" A1.12



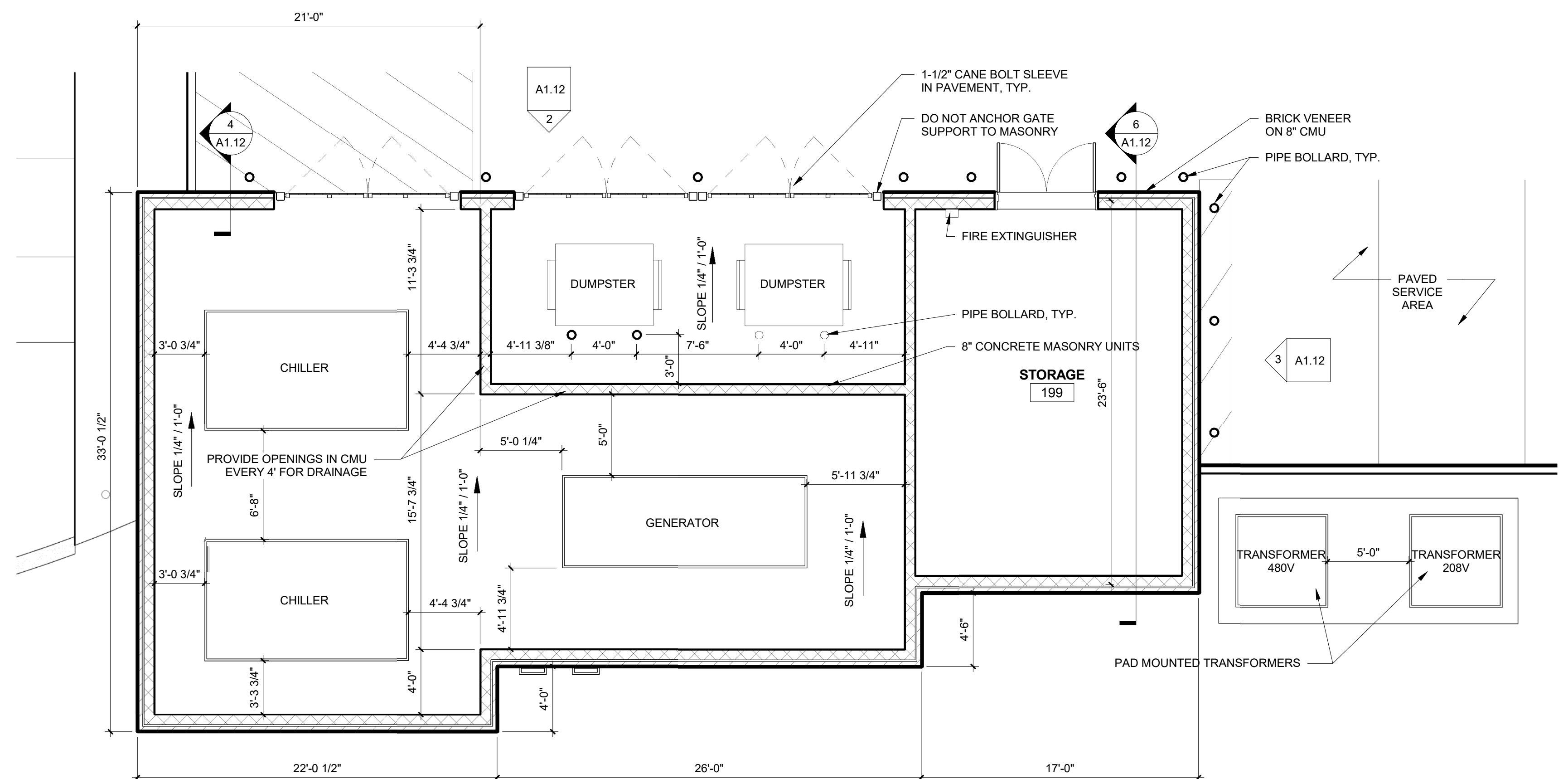
PIPE BOLLARD DETAIL 7
SCALE: 1/2" = 1'-0" A1.12



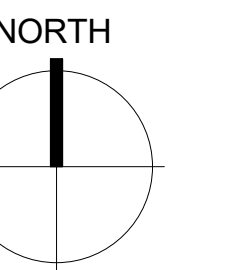
EQUIPMENT YARD - NORTH ELEVATION 2
SCALE: 1/4" = 1'-0" A1.12



STORAGE - ROOF PLAN 5
SCALE: 3/16" = 1'-0" A1.12



ENLARGED SITE PLAN - EQUIPMENT YARD 1
SCALE: 3/16" = 1'-0" A1.12



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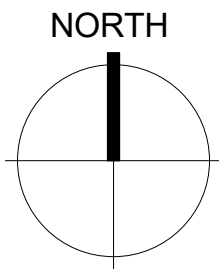
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FLOOR PLAN - LEVEL 1

FLOOR PLAN - LEVEL 1 | ddd
SCALE: 1/8" = 1'-0" A2.01

A2.01

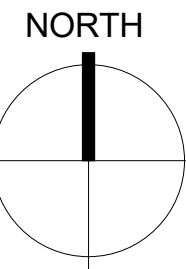
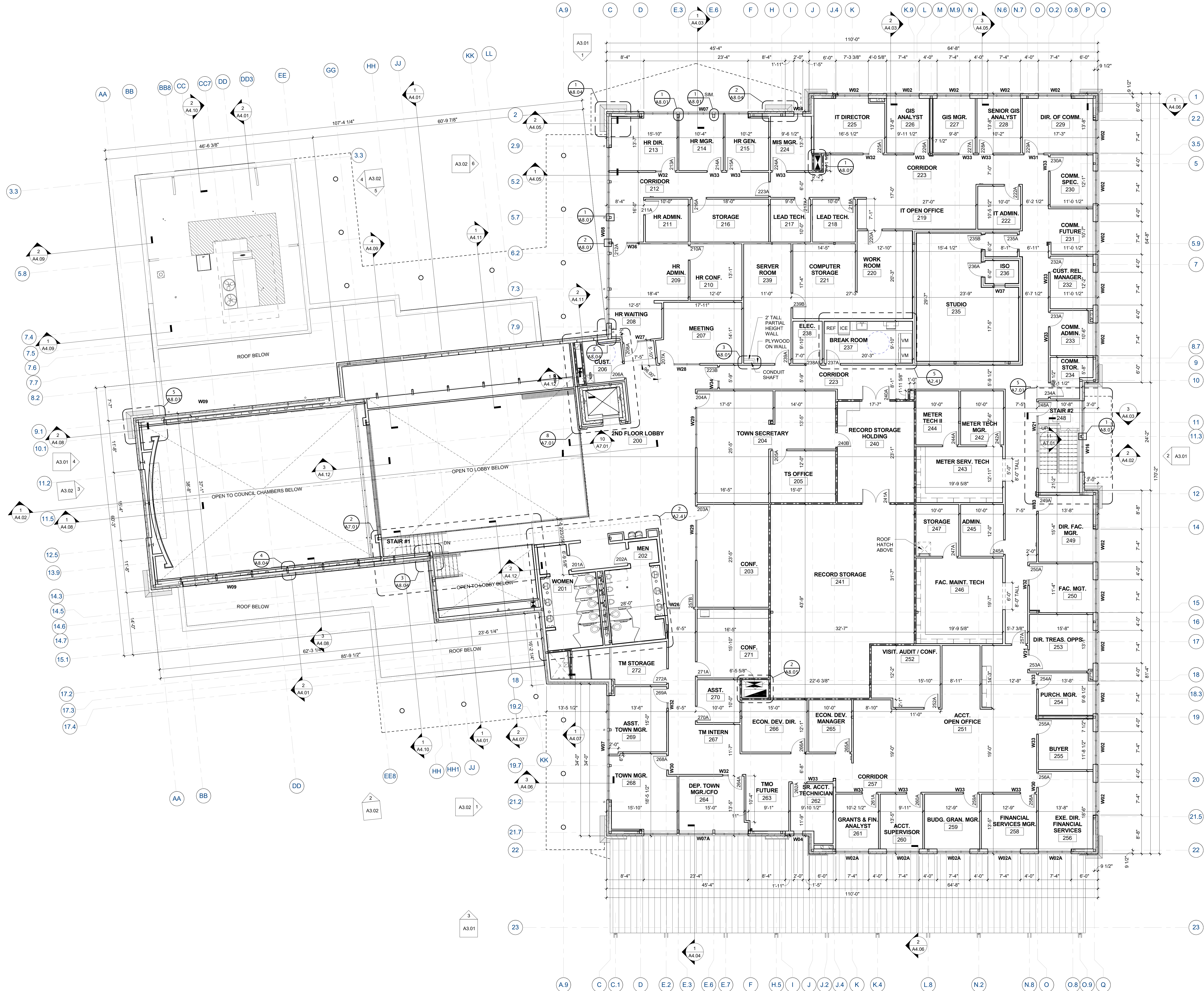


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FLOOR PLAN - LEVEL 2

FLOOR PLAN - LEVEL 2
SCALE: 1/8" = 1'-0"

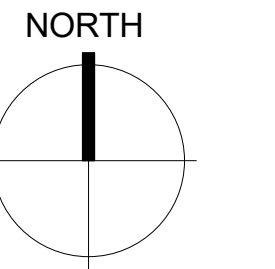
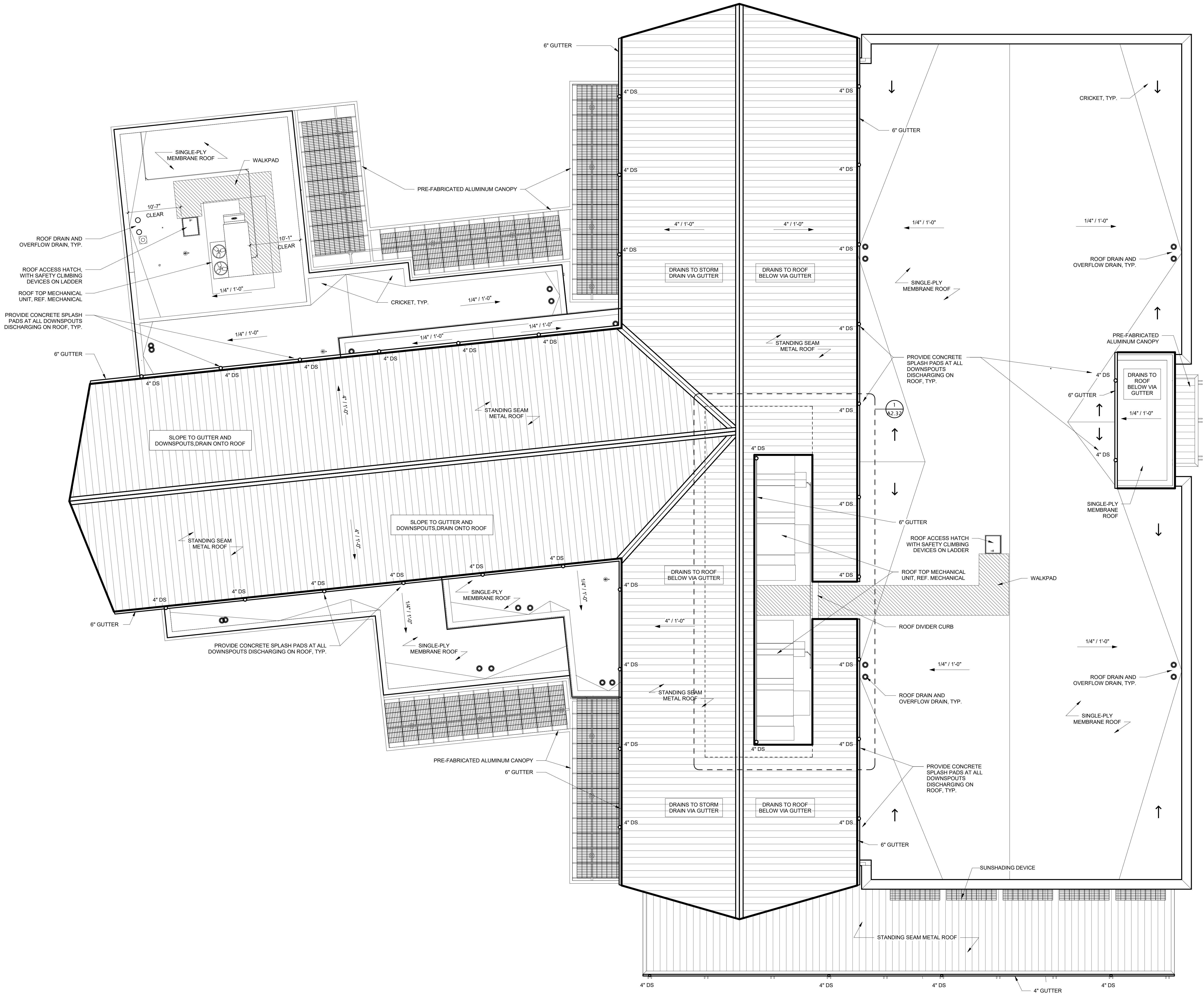
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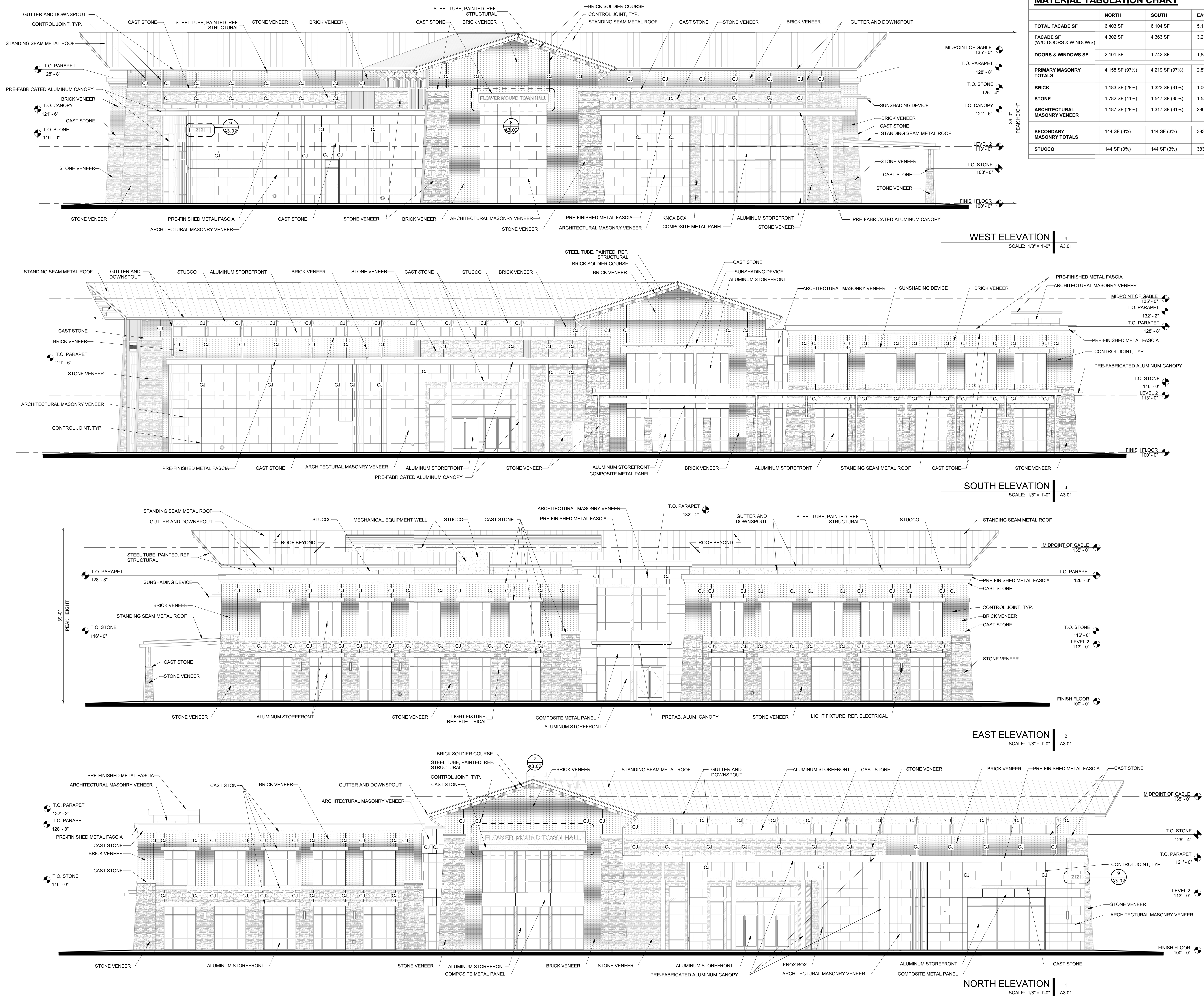


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ROOF PLAN



MATERIAL TABULATION CHART

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SF	6,403 SF	6,104 SF	5,137 SF	4,891 SF
FACADE SF (W/O DOORS & WINDOWS)	4,302 SF	4,363 SF	3,257 SF	4,324 SF
DOORS & WINDOWS SF	2,101 SF	1,742 SF	1,880 SF	567 SF
PRIMARY MASONRY TOTALS	4,158 SF (97%)	4,219 SF (97%)	2,874 SF (88%)	4,324 SF (100%)
BRICK	1,183 SF (28%)	1,323 SF (31%)	1,000 SF (30%)	1,169 SF (27%)
STONE	1,782 SF (41%)	1,547 SF (35%)	1,588 SF (49%)	1,118 SF (26%)
ARCHITECTURAL MASONRY VENEER	1,187 SF (28%)	1,317 SF (31%)	286 SF (9%)	1,925 SF (47%)
SECONDARY MASONRY TOTALS	144 SF (3%)	144 SF (3%)	383 SF (12%)	0 SF (0%)
STUCCO	144 SF (3%)	144 SF (3%)	383 SF (12%)	0 SF (0%)

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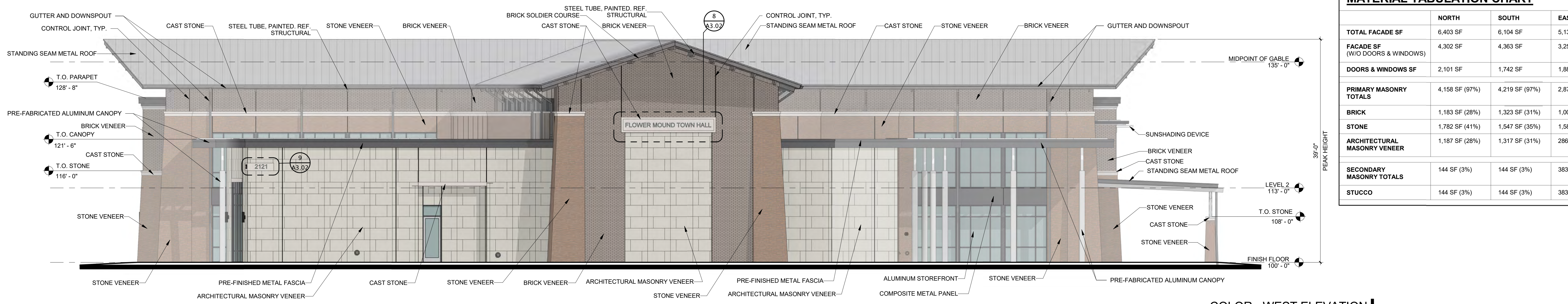
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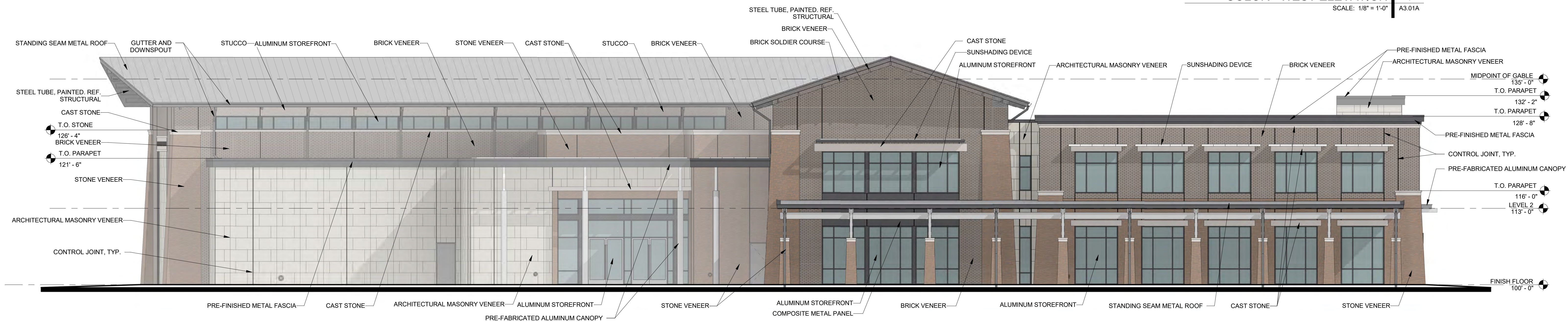
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EXTERIOR ELEVATIONS

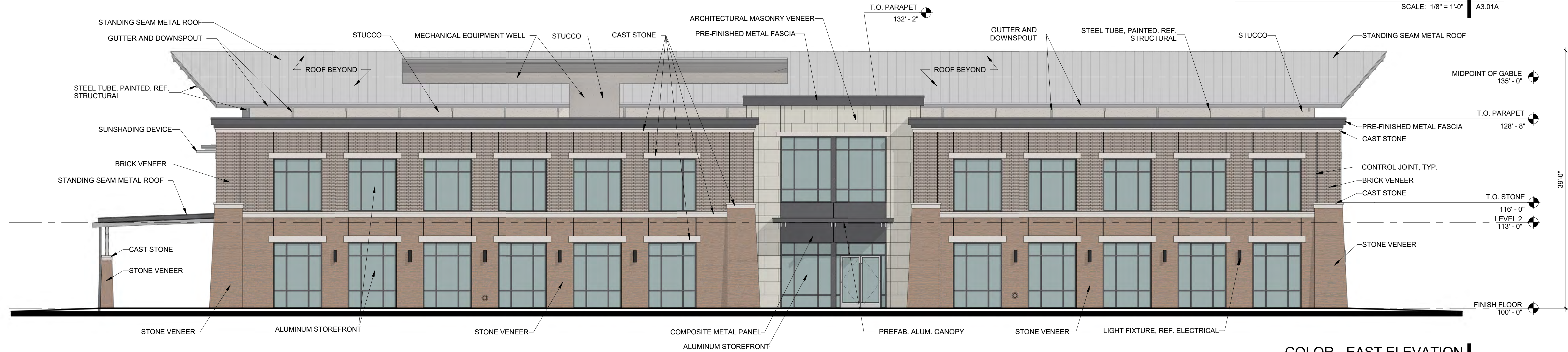
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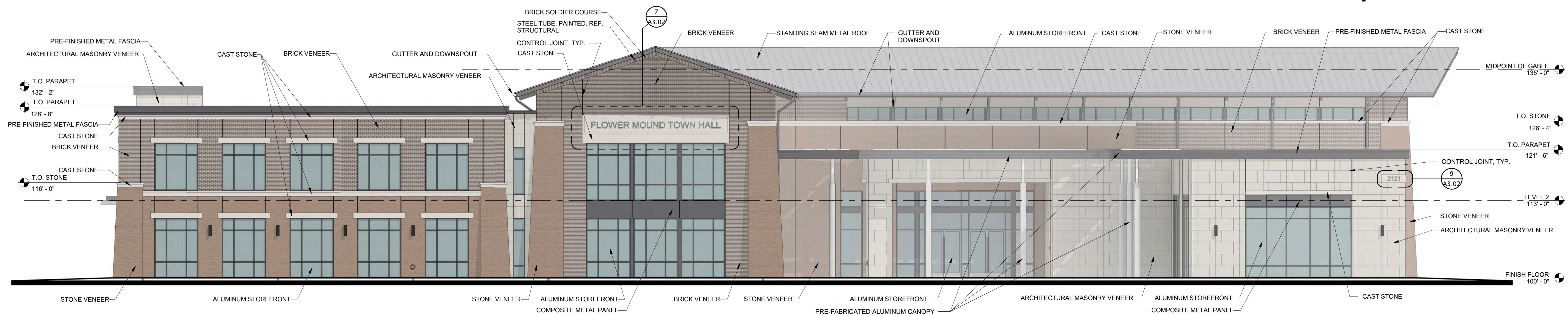
COLOR - WEST ELEVATION | 4
SCALE: 1/8" = 1'-0" | A3.01A



COLOR - SOUTH ELEVATION | 3
SCALE: 1/8" = 1'-0" | A3.01A



COLOR - EAST ELEVATION | 2
SCALE: 1/8" = 1'-0" | A3.01A



COLOR - NORTH ELEVATION | 1
SCALE: 1/8" = 1'-0" | A3.01A

MATERIAL TABULATION CHART

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EXTERIOR ELEVATIONS - COLOR

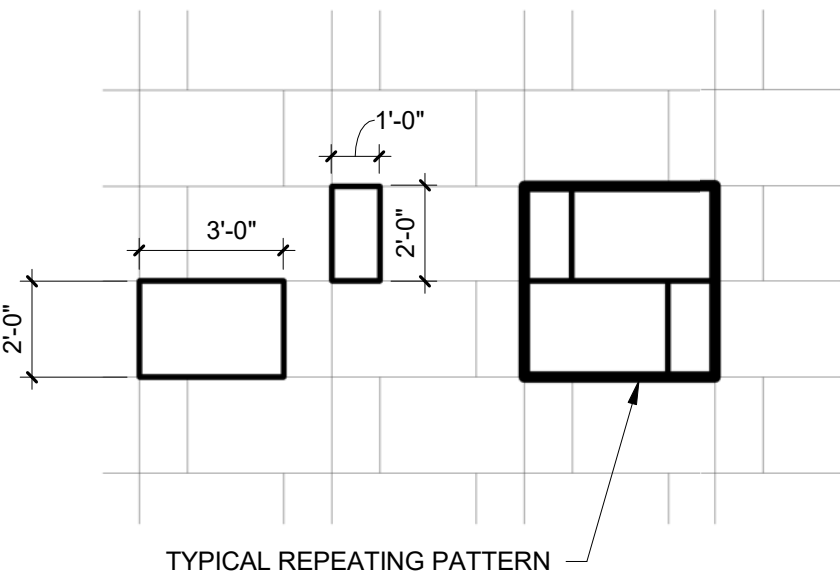
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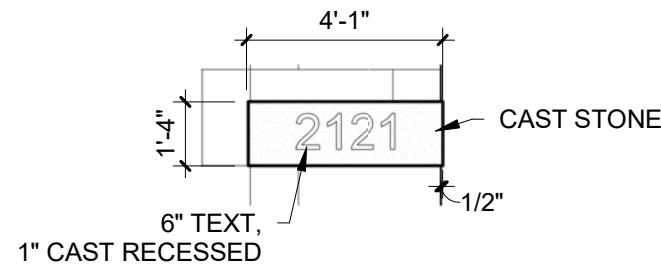
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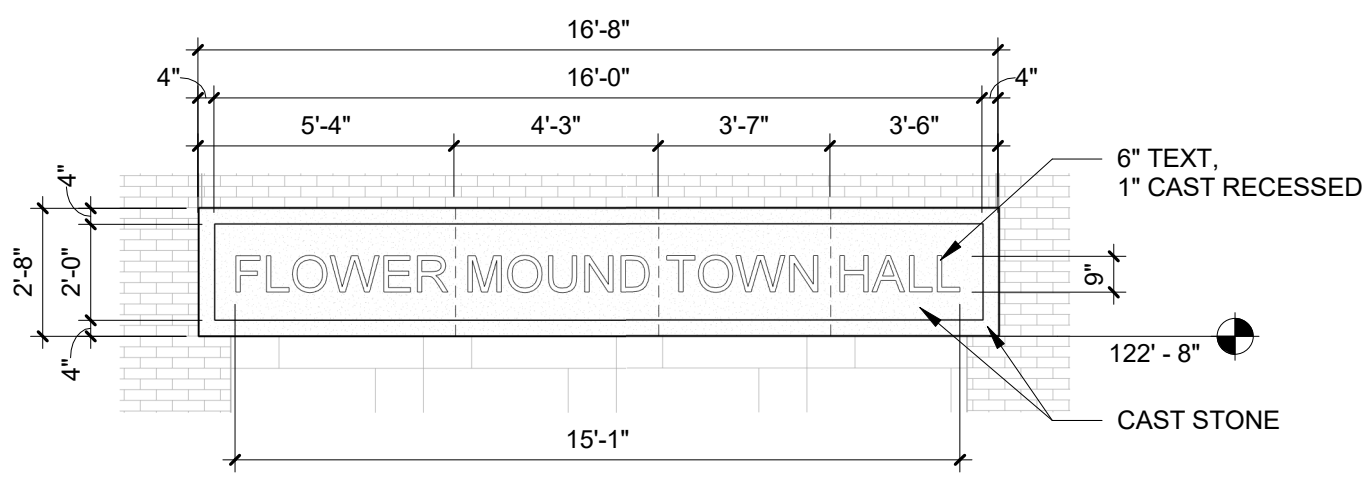
Revision Schedule		
Rev. #	Revision Description	Revision Date



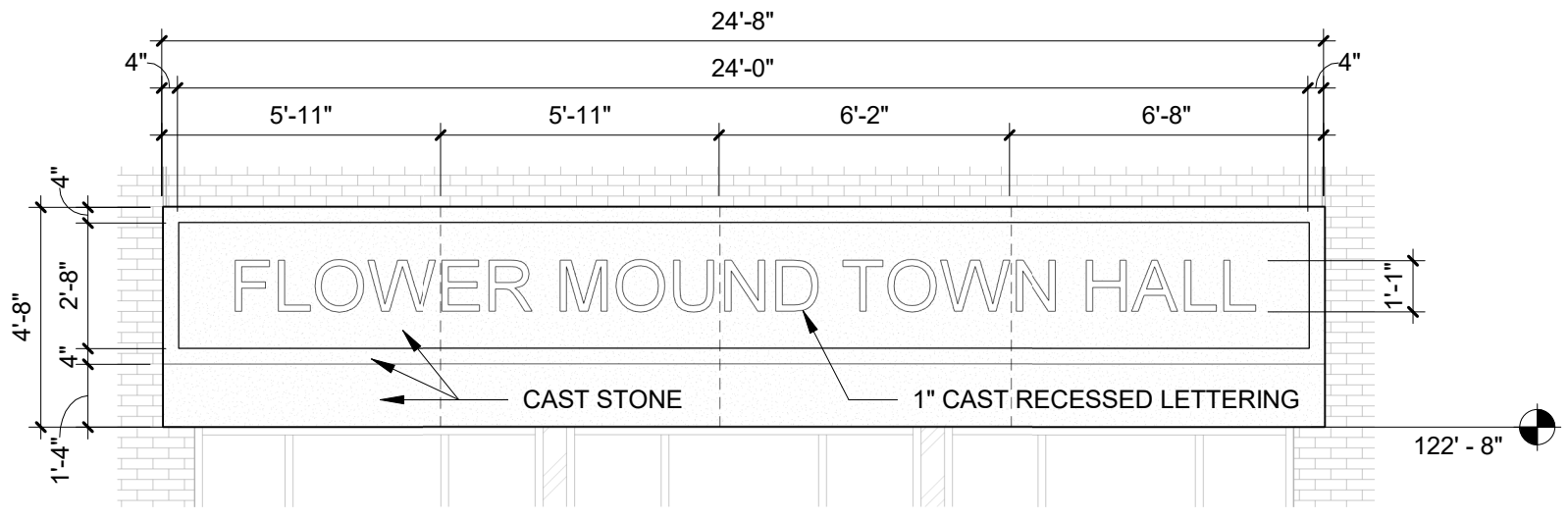
ARCHITECTURAL MASONRY VENEER PATTERN | 10
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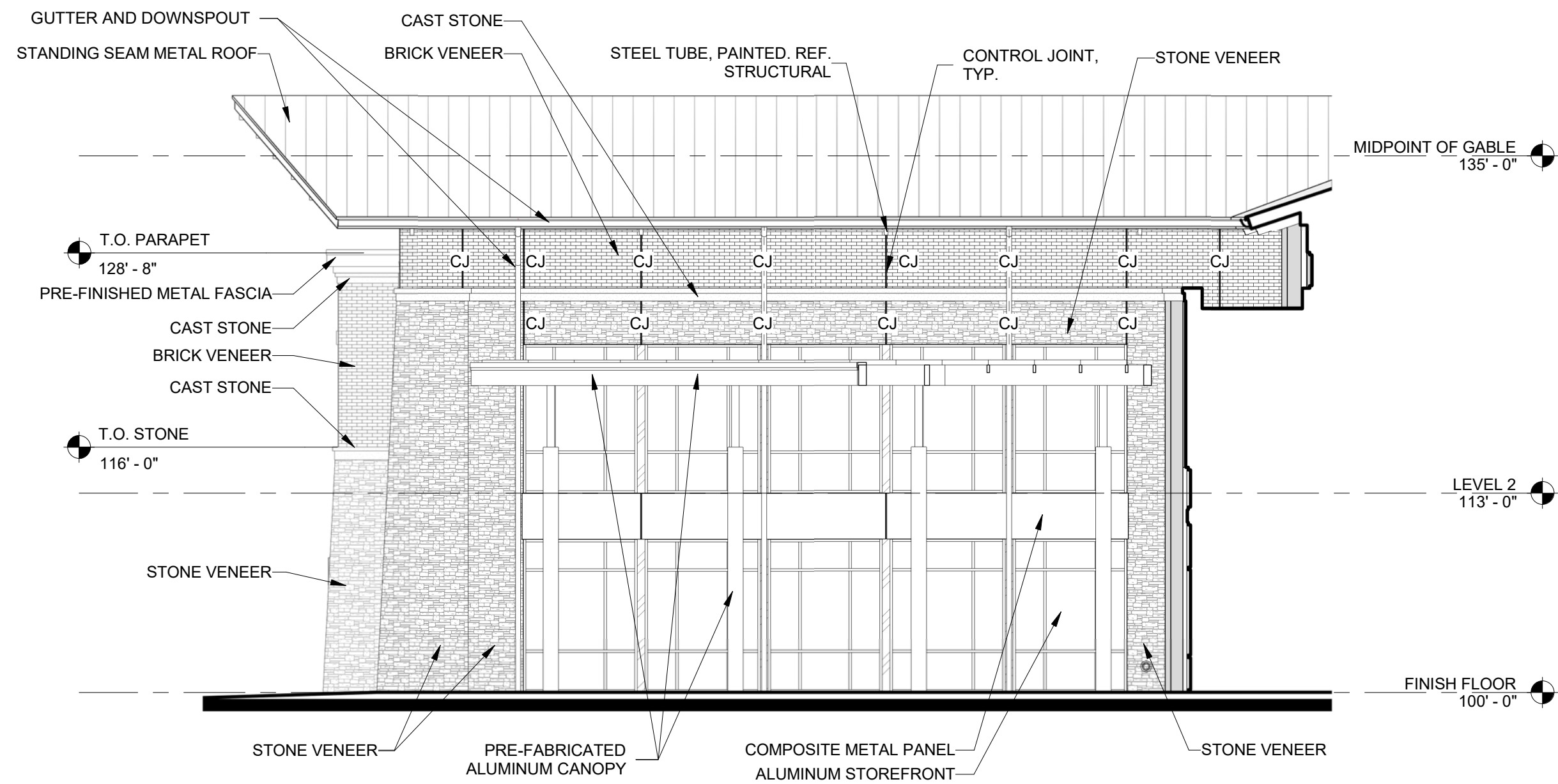
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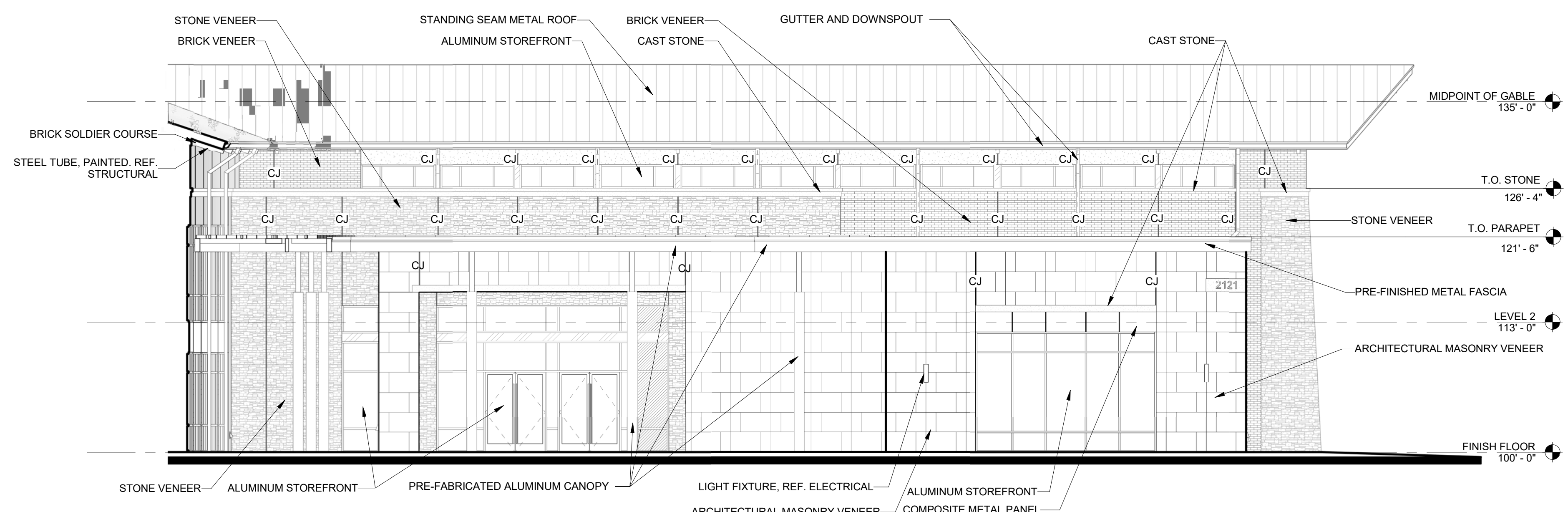
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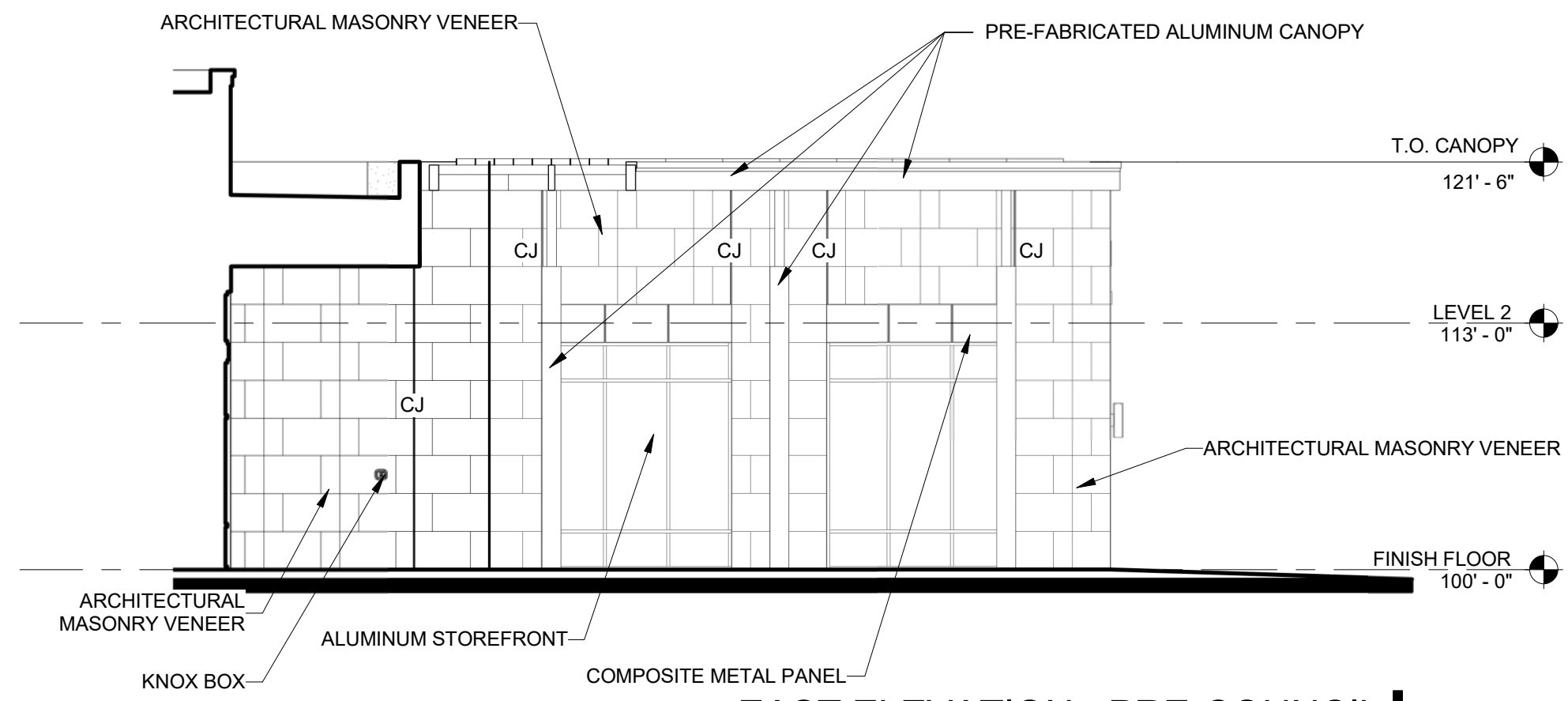
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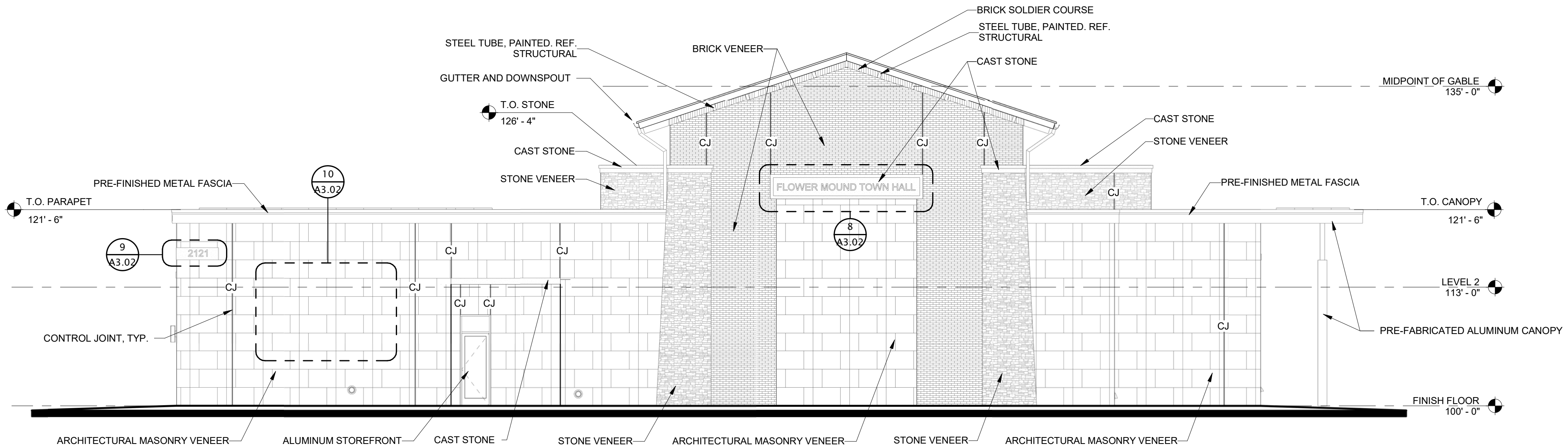
WEST ELEVATION - OFFICE NORTH | 6
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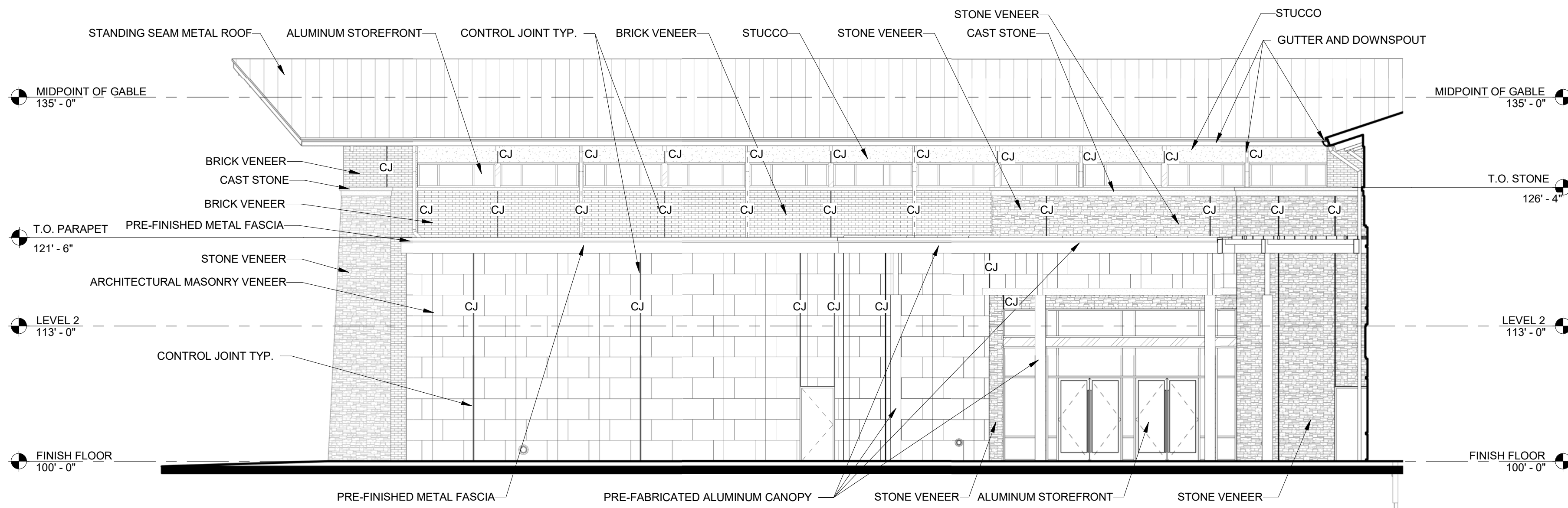
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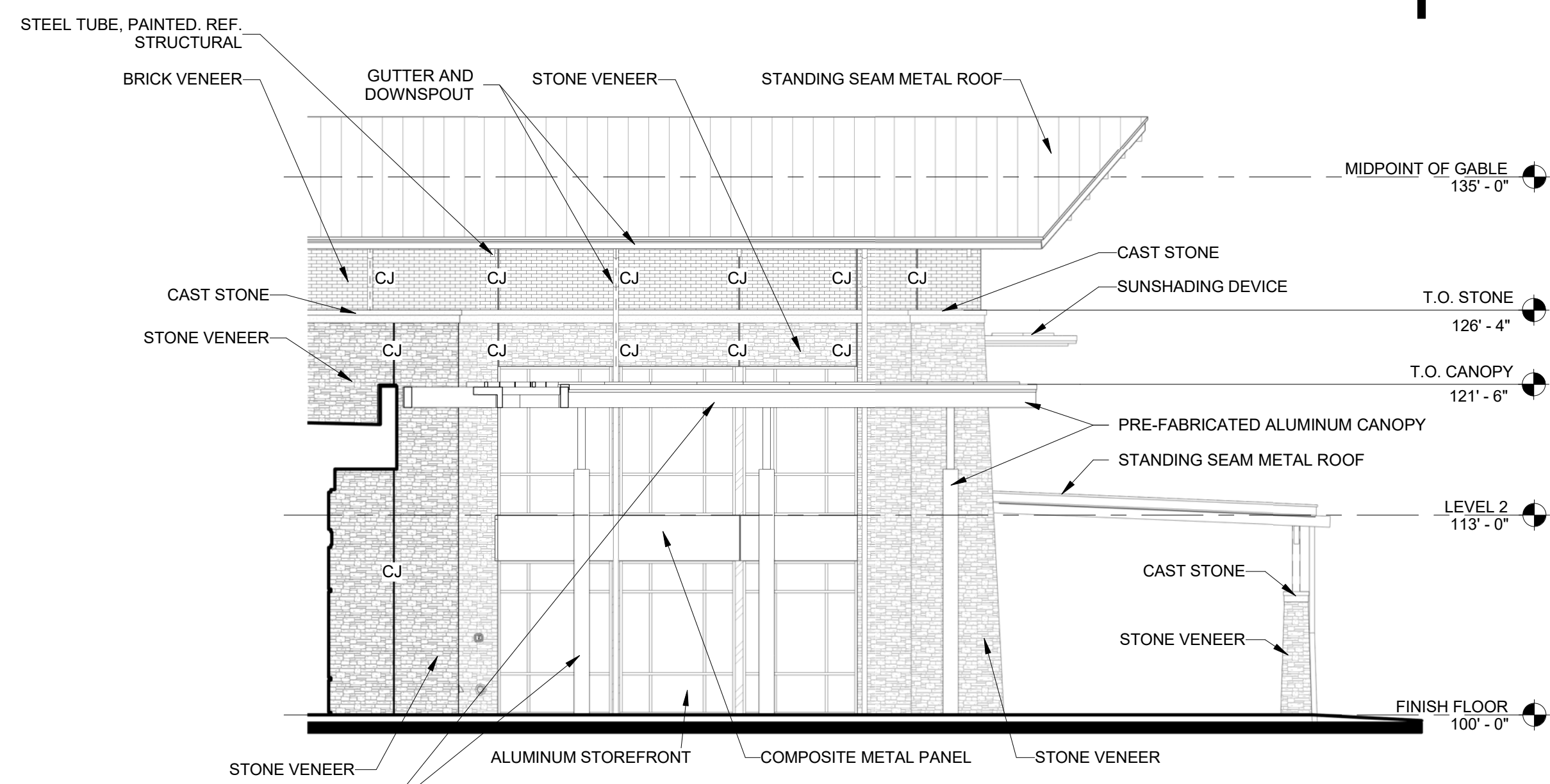
EAST ELEVATION - PRE-COUNCIL | 4
SCALE: 1/8" = 1'-0" A3.02



WEST ELEVATION - COUNCIL CHAMBERS | 3
SCALE: 1/8" = 1'-0" A3.02



SOUTH ELEVATION - COUNCIL CHAMBERS | 2
SCALE: 1/8" = 1'-0" A3.02



WEST ELEVATION - OFFICE SOUTH | 1
SCALE: 1/8" = 1'-0" A3.02

OWT ARCHITECTS

509 PECAN STREET
SUITE 100
FORT WORTH, TX 76102
817.993.9844
www.owtarchitects.com

FLOWER MOUND
TOWN HALL

2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

2014.014.00
MAY 03, 2017

PARTIAL EXTERIOR
ELEVATIONS

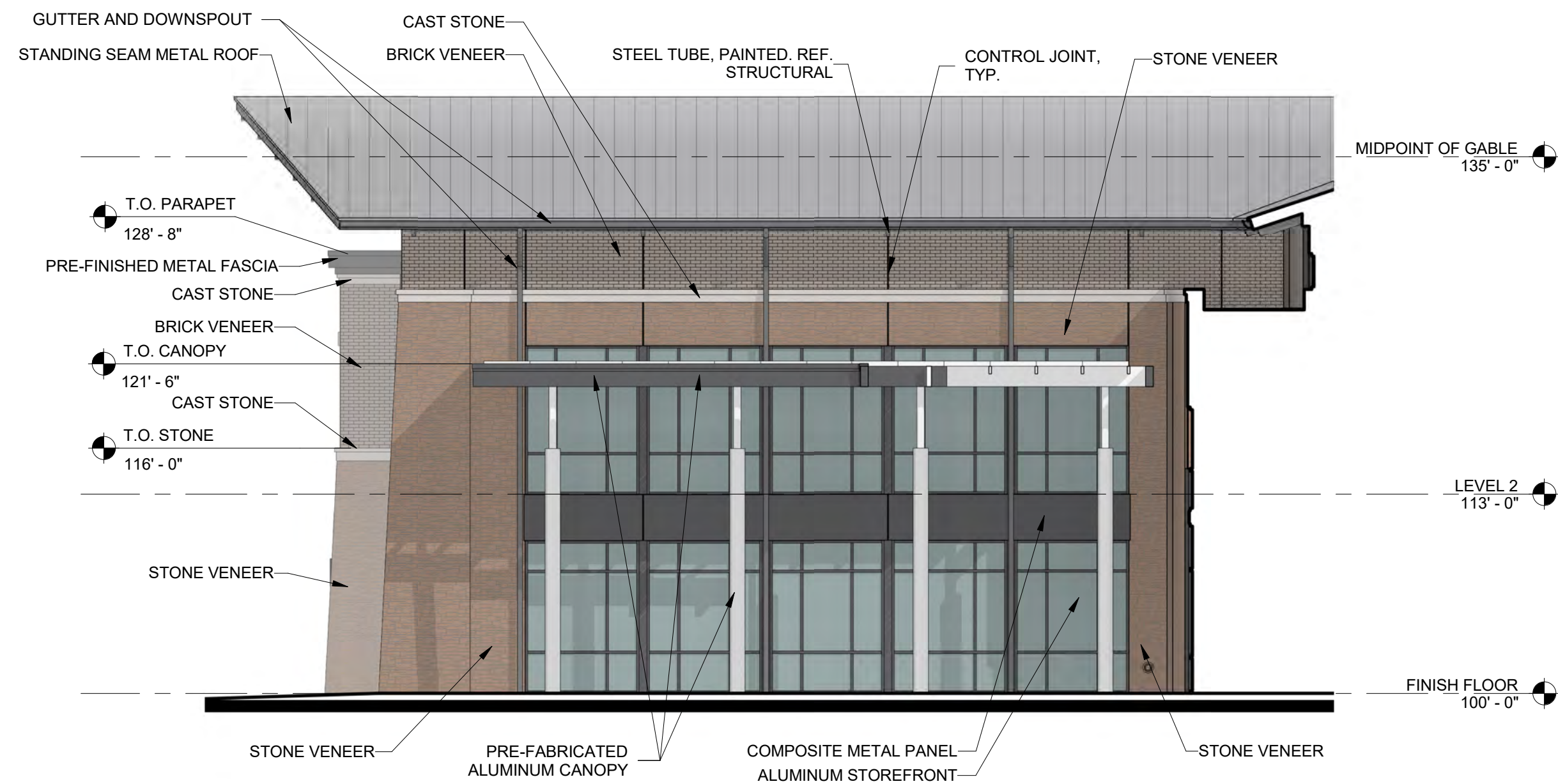
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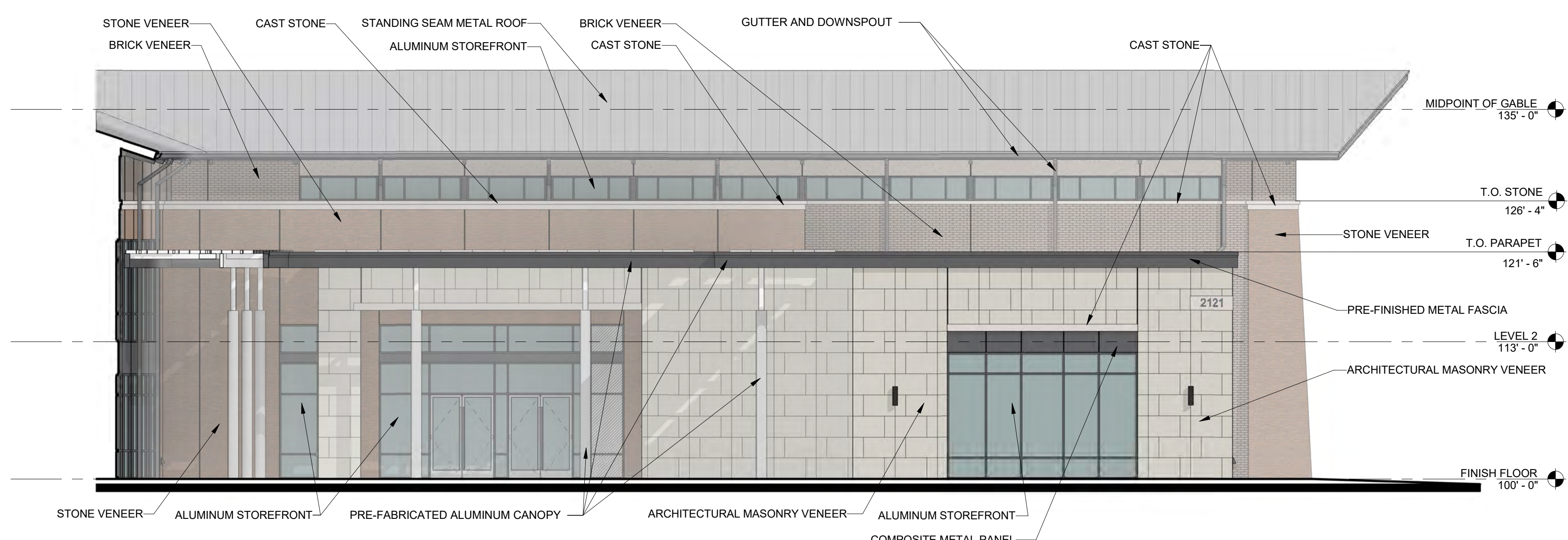
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Revision Schedule		
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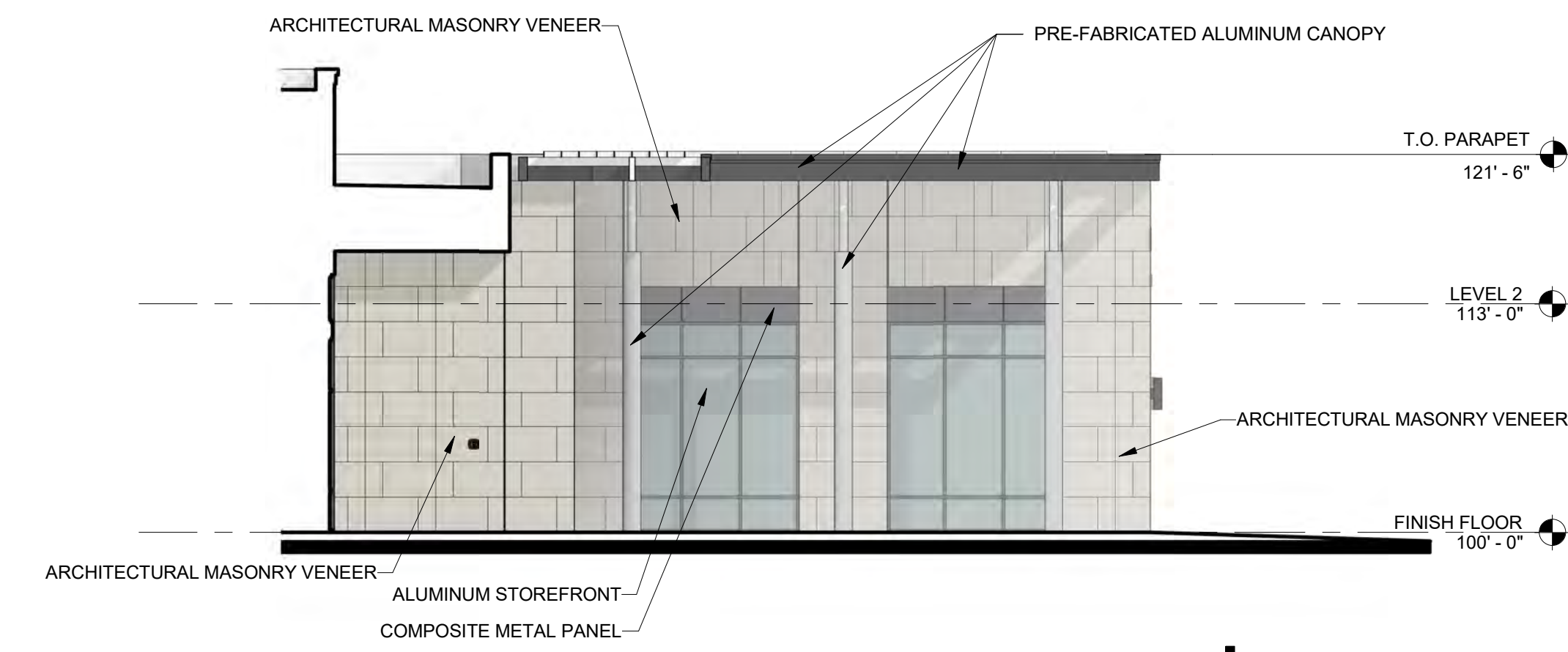
COLOR - WEST ELEVATION - OFFICE NORTH

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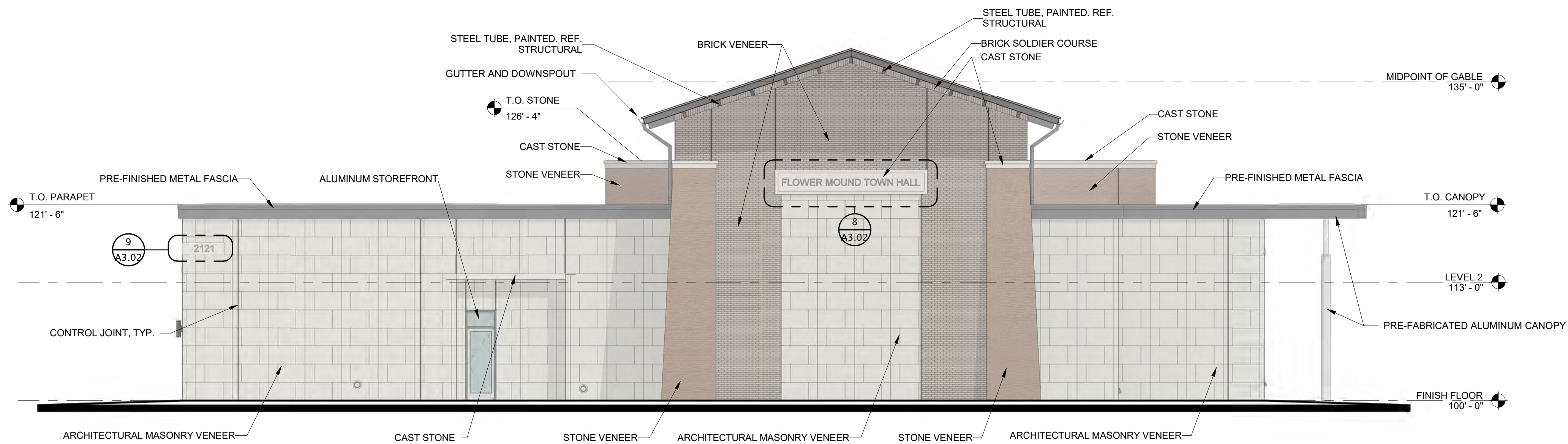
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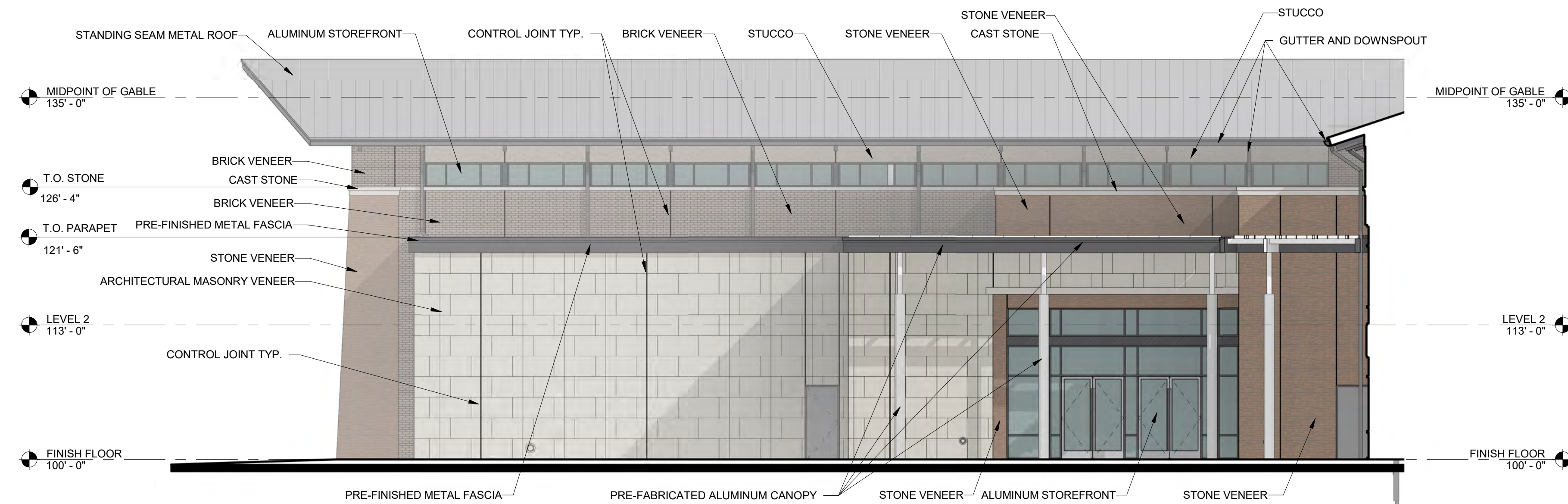
COLOR - EAST ELEVATION - PRE-COUNCIL

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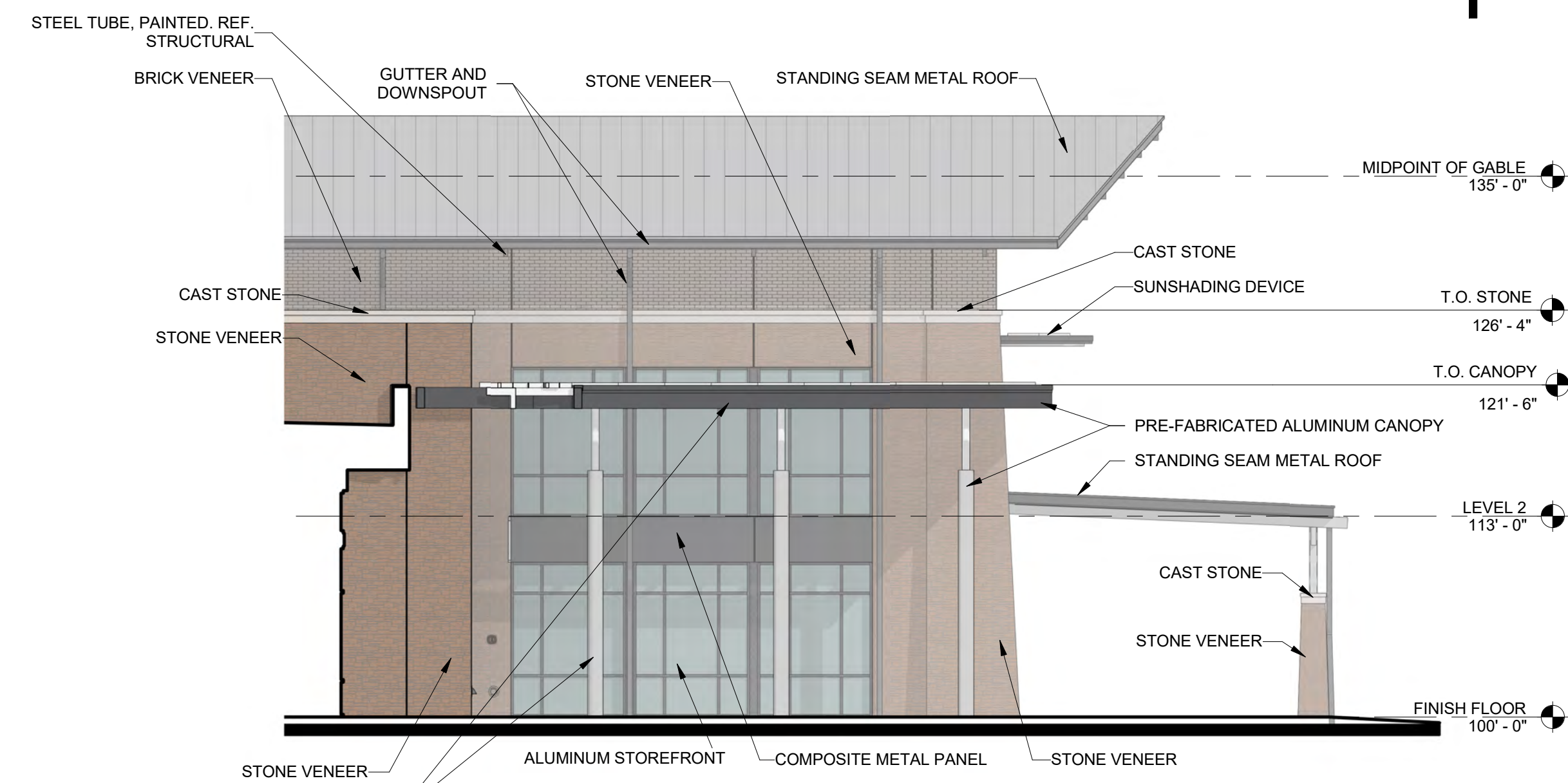
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COLOR - SOUTH ELEVATION - COUNCIL CHAMBERS

SCALE: 1/8" = 1'-0" A3.02A



COLOR - WEST ELEVATION - OFFICE SOUTH

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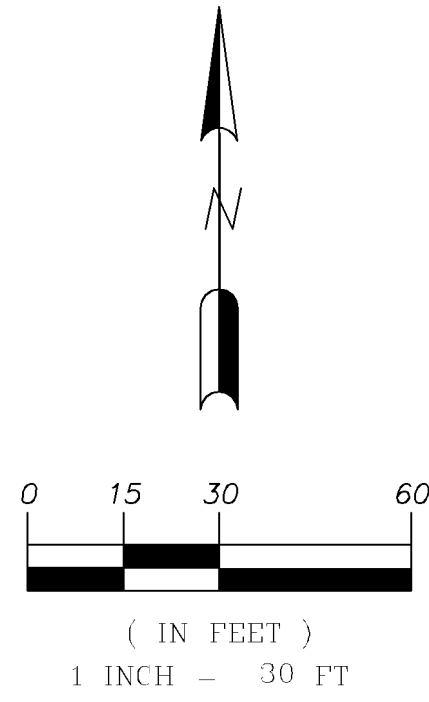
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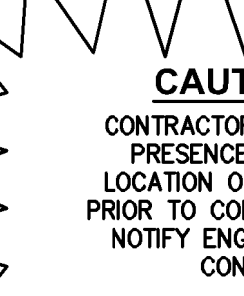
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 PROPERTY LINE
 EXISTING CONTOURS
 EXISTING SIDEWALK TO BE REMOVED
 EXISTING PAVEMENT TO BE REMOVED
 ABOVE GROUND FEATURES WITHIN LIMITS OF DEMOLITION
 SAWCUT PAVEMENT
 TREE TO REMAIN W/ TREE PROTECTION

1. SANITARY SEWER, AS WELL AS OTHER UTILITIES, SHALL REMAIN IN SERVICES UNTIL NEW ONES HAVE BEEN INSTALLED, TESTED, AND ACCEPTED BY OWNER.
2. ONCE NEW SANITARY SEWER IS FULLY FUNCTIONAL, EXISTING SANITARY SEWER LINES, ARE TO BE REMOVED.
3. NEW LIGHT POLE LOCATIONS AND ILLUMINATION PLANS AND SPECIFICATIONS TO BE PROVIDED BY MEP.
4. ALL EXISTING SITE LIGHTING AND POLES TO BE REMOVED AND SALVAGED FOR OWNERS' REUSE.
5. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF NEW CONSTRUCTION DURING PHASED DEMOLITION.
6. DEMOLITION SCOPE SHALL INCLUDE ANY ITEMS IN CONFLICT WITH PROPOSED IMPROVEMENTS WHETHER INCLUDED IN THIS PLAN OR NOT. IF SUCH ITEMS ARE FOUND, CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO DEMOLITION.
7. ANY DEMOLITION IN AND AROUND BUILDINGS SHALL BE PER ARCHITECTURAL DRAWINGS, AND/OR DIRECTION FROM THE OWNER.
8. ALL DEMOLITION SHALL BE AUTHORIZED BY OWNER PRIOR TO START.
9. NO WORK SHALL COMMENCE IN TxDOT R.O.W. WITHOUT AN APPROVED TxDOT PERMIT.



CAUTION!!
CONTRACTOR IS TO VERIFY
PRESENCE AND EXACT
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION AND
NOTIFY ENGINEER OF ANY
CONFLICTS.



Carrillo Engineering
Carrillo Engineering LLC

**FLOWER MOUND MUNICIPAL
PLAZA ADDITION
LOT 1, BLOCK A
TOWN OF FLOWER MOUND, TEXAS, DENTON COUNTY
DEMOLITION PLAN PHASE 2**

MAY 03, 2017

Sheet

C1.02



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: June 5, 2017

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Construction Manager at Risk Agreement with Steele Freeman Inc., for the Town Hall project at a Guaranteed Maximum Price of \$15,740,744.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: SOQ No. 2017-8, a request for proposals (RFP) from prospective Construction Manager at Risk (CMR) firms was advertised on November 8, 2016. The Town received 9 proposals and a short list of three firms was evaluated. The three firms submitted proposals and fee schedules on November 17, 2016. Staff evaluated these proposals and recommended to Town Council Steel Freeman, Inc., as the best value, and Town Council approved them as their selection on December 19, 2016.

This item is to consider approval of a construction contract with Steele Freeman Inc., to render Construction Manager at Risk (CMR) services to oversee construction of the Town Hall. This project consists of a 45,734 square foot building, with associated site improvements and infrastructure, on approximately 3 acres located near the intersection of Long Prairie Road and West Windsor Drive. This is a Guaranteed Maximum Price (GMP) Contract.

BOARD REVIEW/CITIZEN FEEDBACK: The Tax Increment Reinvestment Zone #1 Board (TIRZ #1) met on August 9, 2016 and unanimously approved funds to pay the annual debt service on the issuance of \$10,000,000 for the Town of Flower Mound Town Hall project.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$15,740,744.00

Proposed Expenditure:	Account Number(s):
\$15,740,744.00	533-111-62017

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

DW

LEGAL REVIEW: The contract was reviewed by Bradley A. Anderle of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., for this agreement.

ATTACHMENTS:

1. Contract Agreement

RECOMMENDATION: Move to approve the Construction Manager at Risk Agreement with Steele Freeman Inc., for the Town Hall project at a Guaranteed Maximum Price of \$15,470,744.00; and authorize the Mayor to execute same on behalf of the Town.

AIA® Document A201™ – 2007
General Conditions of the Contract for Construction
for the following PROJECT:
(Name and location or address)

Town Hall Facility

THE OWNER:
(Name, legal status and address)

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, Texas 75028

THE ARCHITECT:
(Name, legal status and address)

Oxley Williams Tharp Architects, PLLC

509 Pecan Street, Suite 100

Fort Worth, Texas 76102

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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(2053260587)

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT**§ 4.1 GENERAL**

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME**§ 8.1 DEFINITIONS**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding

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dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be

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extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct

nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES**§ 15.1 CLAIMS****§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

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permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Additions and Deletions Report for **AIA® Document A201™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Town Hall Facility

...

(Name, legal status and address)

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, Texas 75028

...

(Name, legal status and address)

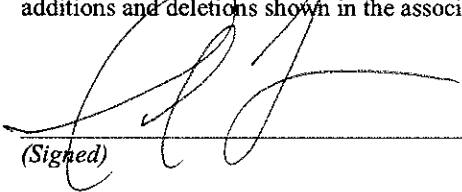
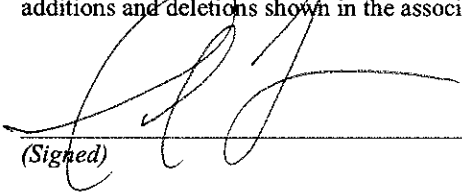
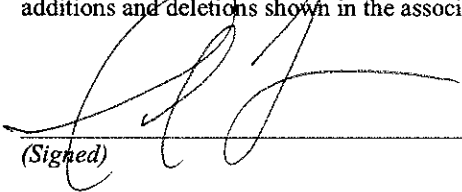
Oxley Williams Tharp Architects, PLLC

509 Pecan Street, Suite 100

Fort Worth, Texas 76102

Certification of Document's Authenticity**AIA® Document D401™ – 2003**

I, Michael D. Freeman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:47:44 on 12/15/2016 under Order No. 1925061869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)
President
(Title)
12/15/2016
(Dated)

**Amendments to AIA Document
A201-2007 Edition
(General Conditions of the Contract for Construction)**

Owner: Town of Flower Mound, Texas

Project: Town Hall Facility Project

Architect: Oxley Williams Tharp Architects PLLC

Construction Manager: Steele and Freeman, Inc.

- Amend Section 1.1.2 by adding the following after the second sentence:

1.1.2 As a material consideration for the making of the Contract Documents, modification to this Contract shall not be construed against the maker of said modifications.

- Add the following to Section 1.2:

1.2.4 In case of discrepancy between two or more drawings (Architectural, Structural, Mechanical, etc.) or drawings and specifications, the Architect shall be the sole judge as to which takes precedence, but in any case it shall be assumed that bids are based on the most expensive procedure shown.

1.2.5 Do not scale drawings for dimensions. Accurately lay out such work from dimensions indicated on architectural drawings unless such is found in error. Dimensions found in error should be submitted to Architect for resolution before proceeding with the Work. Consult Architect for interpretations concerning locations of equipment, fixtures, and access panels not dimensioned on drawings.

- Amend 1.5.2 by adding the following at the end of the existing paragraph:

1.5.2 Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work.

- Add the following new Section 1.7:

1.7 Property of Political Subdivision. 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.

- Delete second sentence of Section 2.1.1 and replace it with the following:

2.1.1 The Owner shall designate a representative with respect to the Project. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring City Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner in order to avoid unreasonable delay in the service or Work of the Contractor.

- Delete Section 2.1.2.

- Delete Section 2.2.3 and replace with the following:

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. Owner does not guarantee the accuracy of the survey as describing the site of the Project and Contractor should determine the sufficiency of same before beginning the work. The Owner does not guarantee the utility lines to be in the exact locations as shown on plans and surveys. Contractor shall verify with the utilities the location of utility lines. Any water, gas or sewer line, telephone, telegraph or electric wire, or cable broken or cut by the Contractor or any of his workmen or subcontractors, shall be replaced by the Contractor at his own expense, or by the responsible subcontractor at its own expense, and will not be paid for by the Owner. Repairs shall be made immediately and no other work shall be done until breaks or damages have been repaired and service restored. Any delay caused by the cut or break shall be solely attributed to the Contractor.

- Add the following sentence at the end of the existing Section 2.2.4:

Absent such written request, any Claim based upon lack of such information or service shall be waived.

- Add Section 3.1.4 as follows:

3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner 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 where the Project is located 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.

➤ Add Section 3.3.4 as follows:

3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

➤ Add the following to Section 3.4.2:

3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under conditions set forth in the General Requirements (Division 1 of the Specifications). Requests for substitution, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

.1 Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

.2 Will provide the same guarantee for the substitution that he would for that specified;

.3 Certified that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

.4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.2.2 Substitutions will not be considered if they are indicated or implied on shop drawing submissions without the formal request required in Section 3.4.2.1.

➤ Add the following Sections 3.4.4 and 3.4.5:

3.4.4 Prevailing Wages. Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Among other things, this Article provides that it shall be mandatory upon the Contractor and upon any subcontractor under him to 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 the Contract. The Owner has established such prevailing wage rates. No claims for additional compensation shall be considered by Owner because of payments of wage rates in excess of the applicable rate provided herein. A contractor or subcontractor who fails to pay the required prevailing wage rate shall be subject to the penalty specified in Chapter 2258.

3.4.5 Owner 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.

➤ Add the following Subparagraphs 3.5.1 and 3.5.2:

3.5.1 Except where otherwise stipulated in the Contract Documents, the Contractor shall, as per its Contract, warranty all materials and workmanship furnished under this Contract for a period of two years after the date of Substantial Completion and shall repair and make good, without expense to the Owner, any and all defects in his work which may develop within that time. If within two years after the date of Substantial Completion, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in any emergency where delay could cause serious risk of loss or damage, the Owner may have the defective Work corrected by others and the Contractor shall reimburse the Owner its actual costs for such corrections (such costs to include but not limited to fees and charges of engineers, architects, attorneys and other professionals).

3.5.2 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms at the time of Substantial Completion.

➤ Add the following to Section 3.6:

3.6.1 This Project is eligible for exemption from the State Sales Tax on materials incorporated in the Project, provided that Contractor fulfills the requirements of State Tax Laws. For the purpose of establishing exemption, it is understood and agreed that Contractor will be required to segregate materials and labor costs at the time a Contract is awarded, and will accept an exemption certificate from Owner. The Contractor shall pay any taxes otherwise assessed because of Contractor's failure to comply with the requirements of State Law to qualify for that tax exemption.

- Add the following to Section 3.12:

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals.

- Add the following to the end of Section 3.16:

Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

- Add the following to Section 4.2.2:

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the work.

- Amend Section 4.2.4 by adding the following new sentence after the second sentence:

However, Owner reserves the right to communicate directly with the Contractor.

- Revise Section 4.2.13 to read as follows:

The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of the Owner ascribed to the Owner by other provisions of the Contract.

- Add the following Sections 5.3.1 and 5.3.2:

5.3.1 Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other

materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

5.3.2 In the event of any termination of the Contract in accordance with Article 14, Owner shall not be liable to any subcontractor. Contractor shall be responsible for any claim of a subcontractor for Work executed under the Contract.

➤ Add Section 5.4.4 as follows:

5.4.4 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable. Owner shall only be responsible for compensating subcontractors for Work performed or material furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

➤ Section 8.3.1 shall be amended by replacing the word "shall" with the word "may".

➤ Add Section 9.5.4 as follows:

9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damage. The Owner shall not be deemed in default by reason of withholding such payment.

➤ Delete Section 9.6.7 and replace with the following language:

9.6.7 Payments received by the Contractor for Work properly performed by Subcontractors or materials properly provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor of which payment was made by the Owner.

➤ Add Section 9.7.1 as follows:

9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any

payment due to Owner, or the Owner incurs any costs and expense to cure any default of the Contractor or to correct defective Work, pursuant to the Contract, the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

➤ Add the following to Section 9.8.3:

9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

➤ Add the following to Section 9.8.5:

9.8.5.1 The application for payment to release retainage will not be approved by the Architect until the completed and corrected closeout documents are provided to the Architect by the Contractor. Closeout documents shall be delivered to the Architect under conditions and times set forth in the contract documents and specifications.

➤ Add the following new Section 9.8.6:

9.8.6 Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

➤ Add the following to Section 9.10.1:

9.10.1.1 The Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

➤ Replace 9.10.4 in its entirety with the following language:

9.10.4 The making of final payment shall not constitute a wavier of any Claims by the Owner.

- Add Sections 11.1.5, 11.1.6 and 11.1.7 as follows:

11.1.5 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor for administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.1.6 The Contractors' failure to comply with any of these provision is a breach of contract by the Contractor which entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

11.1.7 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, or volunteers.

- Delete Section 11.4 and replace with the following:

11.4.1 With the execution and delivery of the Contract, the Contractor shall furnish and file with the Owner, the surety bonds specified in this Section. Without exception, the Owner's bond forms must be used, and exclusive venue for any lawsuit in connection with the bonds shall be Tarrant County. The surety bonds shall be in accordance with the provisions of Chapter 2253, Government Code, Vernon's Texas Codes Annotated. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract Sum with or without notice to the surety, but in no event shall a change which reduces the Contract Sum reduce the penal amount of such bonds.

11.4.2 The Contractor shall provide a good and sufficient performance bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents, including any extensions, for the protection of the Owner.

11.4.3 The Contractor shall provide a good and sufficient payment bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the execution of the Work provided for in this Contract and for the use of each claimant.

11.4.4 The Contractor shall provide a good and sufficient maintenance bond in

an amount not less than one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the bid tabulation, providing for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner or such lesser or greater period as may be designated in the Contract Documents.

11.4.5 No sureties shall be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Owner. Each bond shall be executed by the Contractor and surety. Each surety shall designate an agent resident in the Owner's jurisdictional area acceptable to the Owner to whom any requisite notices may be delivered and on whom service of process may be obtained in matters arising out of the suretyship.

11.4.6 If at any time the Owner determines that the Contractor's surety has experienced financial losses such that the Owner's ability to enforce the bond obligations is substantially at risk, the Contractor shall within thirty (30) days after notice from the Owner to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor without recourse to the Owner. No further progress payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the Owner; however, in such event, final payment shall be due and payable as provided in this Contract whether or not such additional bonds are obtained, to the extent that the project is complete and the Owner is not exposed to liability for payment bond claims.

➤ Add the following to Section 12.2.2:

12.2.2.4 Upon request by the Owner or prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

➤ Delete Section 13.6 and replace with the following:

13.6 Payments under the Contract Documents shall be due and payable in accordance with Section 2251.022 of the Texas Government Code. Interest and any unpaid and overdue amount shall accrue in accordance with Section 2251.025, Texas Government Code.

➤ Add the following new Section 13.8:

13.8 EQUAL OPPORTUNITY

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

➤ Add Section 13.9 as follows:

13.9 Contractor stipulates that Owner 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, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

➤ Amend Section 14.1.3 as follows:

Add "incurred to the date of termination" after the phrase ", including reasonable overhead and profit" at the end of the paragraph, and delete the remainder of the paragraph.

➤ Add the following subsections to Section 14.2.1:

.5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.7 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

➤ Amend Section 14.3.2 as follows:

Delete "shall" and replace it with "may" after "Contract Time".

- Delete Section 14.4.1 and replace with the following:

14.4.1 The Owner may, at any time, terminate the Contract, or any part or portion thereof, for the Owner's convenience and without cause.

- Delete Section 14.4.3 and replace with the following:

14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall only be entitled to receive payment for work properly executed, and costs directly attributable to such termination.

- Add the following Section 14.4.4:

14.4.4 Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Contractor shall only be entitled to receive payment for Work properly executed on the alternate component, if any, through the date of termination.

- Add the following to Section 15.1.5:

15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.5.4 Extension of time for completion of the work on account of weather or other circumstances beyond the Contractor's control will be subject to submission of verifiable data. Request for extension of time shall be submitted in writing with each Request for Payment. If Contractor fails to submit request, time extension will not be approved for the pay period.

15.1.5.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. City Council approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fifteenth day of December in the year Two Thousand Sixteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

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

and the Construction Manager:

(Name, legal status and address)

Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

for the following Project:

(Name and address or location)

Town Hall Facility

The Architect:

(Name, legal status and address)

Oxley Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

The Owner's Designated Representative:

(Name, address and other information)

Debra Wallace
Assistant Town Manager/CFO
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Telephone Number: 972.874.6020

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Construction Manager's Designated Representative:
(Name, address and other information)

Michael D. Freeman
President
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131
Telephone Number: 817.232.4742

The Architect's Designated Representative:
(Name, address and other information)

Andrew Oxley
Principal
Oxley Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102
Telephone Number: 817.993.9844

The Owner and Construction Manager agree as follows.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**ARTICLE 1 GENERAL PROVISIONS****§ 1.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

No Charge (\$0.00)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Not Applicable (N/A) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Not Applicable (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Profit part of the Construction Phase Fee:	2.50% of the GMP
Overhead part of the Construction Phase Fee:	\$375,000.00
Performance and Payment Bonds:	0.85% of the GMP
General Liability, Automobile Liability and Umbrella Liability Insurance:	0.38% of the GMP
Builders Risk Insurance:	0.15% of the GMP

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Two and One-Half Percent (2.50%) for any changes in excess of the original GMP

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

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§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements,

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customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

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§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

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- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Init.

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance and Payment Bonds	100% of Contract Amount
General Liability	\$ 2,000,000.00 General Aggregate
Automobile Liability	\$ 1,000,000.00 Combined Single Limit
Workers' Compensation	\$ 1,000,000.00 Each Accident/Disease/Employee
Umbrella/Excess Liability	\$ 10,000,000.00 Occurrence/Aggregate

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

Init.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:**ARTICLE 12 SCOPE OF THE AGREEMENT**

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Supplementary Conditions to AIA Document A133-2009

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Thomas E. Hayden, Mayor of Flower Mound
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael D. Freeman, President
(Printed name and title)

Init.

Additions and Deletions Report for

AIA® Document A133™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:45:08 on 12/15/2016.

PAGE 1

AGREEMENT made as of the Fifteenth day of December in the year Two Thousand Sixteen

...

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

...

Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

...

Town Hall Facility

...

Oxley Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

...

Debra Wallace
Assistant Town Manager/CFO
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Telephone Number: 972.874.6020

PAGE 2

Michael D. Freeman
President
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131
Telephone Number: 817.232.4742

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User Notes:

(1920413546)

...

Andrew Oxley
Principal
Oxley Williams Tharp Architects, PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102
Telephone Number: 817.993.9844

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No Charge (\$0.00)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Not Applicable (N/A) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Not Applicable (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

<u>Profit part of the Construction Phase Fee:</u>	<u>2.50% of the GMP</u>
<u>Overhead part of the Construction Phase Fee:</u>	<u>\$375,000.00</u>
<u>Performance and Payment Bonds:</u>	<u>0.85% of the GMP</u>
<u>General Liability, Automobile Liability and Umbrella Liability Insurance:</u>	<u>0.38% of the GMP</u>
<u>Builders Risk Insurance:</u>	<u>0.15% of the GMP</u>

...

Two and One-Half Percent (2.50%) for any changes in excess of the original GMP

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rate paid at the place of the Project.

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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- .3 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;

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<u>Performance and Payment Bonds</u>	<u>100% of Contract Amount</u>
<u>General Liability</u>	<u>\$ 2,000,000.00 General Aggregate</u>
<u>Automobile Liability</u>	<u>\$ 1,000,000.00 Combined Single Limit</u>
<u>Workers' Compensation</u>	<u>\$ 1,000,000.00 Each Accident/Disease/Employee</u>
<u>Umbrella/Excess Liability</u>	<u>\$ 10,000,000.00 Occurrence/Aggregate</u>

...

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

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Supplementary Conditions to AIA Document A133-2009

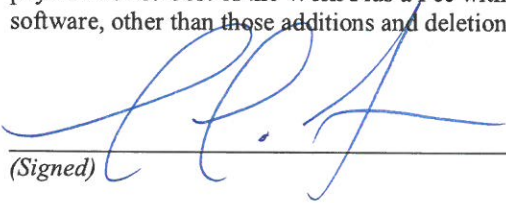
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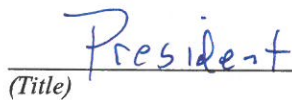
Thomas E. Hayden, Mayor of Flower Mound

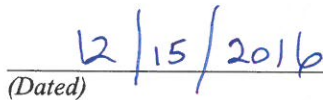
Michael D. Freeman, President

Certification of Document's Authenticity**AIA® Document D401™ – 2003**

I, Michael D. Freeman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:45:08 on 12/15/2016 under Order No. 1925061869_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

THE TOWN OF FLOWER MOUND, TEXAS

SUPPLEMENTARY CONDITIONS
TO AIA DOCUMENT A133-2009

These Supplementary Conditions are incorporated into the Construction Manager at Risk Agreement between Steele & Freeman, Inc. ("Contractor") and the TOWN OF FLOWER MOUND, TEXAS ("Town" or "Owner"), dated December 19, 2016. The following terms and conditions supplement and modify the "Standard Form of Agreement Between Owner and Construction Manager as Constructor," AIA Document A133-2009. Where a portion of AIA Document A133-2009 is modified or deleted by these Supplementary Conditions, the unaltered portions of AIA Document A133-2009 shall remain in effect.

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A133-2009

ARTICLE 1 GENERAL PROVISIONS

§1.1 The Contract Documents

Delete the last sentence of this section.

§1.2 shall be amended as follows:

At the end of the first sentence add ", and to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner and set forth in the Contract Document."

§1.3 shall be amended as follows:

Any reference to the AIA Document A201-2007, General Conditions of the Contract for Construction, shall mean "as amended by the parties."

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§2.1 Preconstruction Phase

§2.1.3 In the first sentence, after the word "shall," add: "coordinate with the Project schedule already developed by the Architect" and delete the rest of the sentence. Delete the second sentence of this section. In the last sentence, delete the word "and" between "advance of construction;" and "the occupancy requirements" and add the following to the end of the sentence:

"; and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect."

§2.1.5.2 shall be amended by adding the following language at the end of the section:

“ . . ., including but not limited to, substitution of materials, or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner’s budget, but shall not delete necessary components of the Project without Owner’s consent, In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner’ identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner and are within the Owner’s budget to the extent feasible.”

§2.1.8 Extent of Responsibility

Add the following language at the end of this section: “The Construction Manager shall certify to the Owner that the facility, to the best of his knowledge, has been constructed in accordance with the Architect’s construction documents. The certification shall be in a form which is acceptable to the Owner and Construction Manager.”

§2.2 Guaranteed Maximum Price Proposal and Contract Time

§2.2.2 In the last sentence of this section, replace “shall” with “may.”

§2.2.3.5 Add the following language at the end of this subsection: “, but in any event not less than sixty (60) days.”

Add the following new subsection after subsection §2.2.3.5:

“§2.2.3.6 If Owner requests, Construction Manager shall make available for inspection the background documents and information that form the basis of the Construction Manager’s Guaranteed Maximum Price proposal.”

§2.2.4 Delete this section in its entirety.

§2.2.9 Delete this section in its entirety and replace it with the following: “The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a governmental entity. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation takes effect after the contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.”

§2.3 Construction Phase

§2.3.1 General

§2.3.1.2 At the end of the section, replace “earlier” with “later.” Add the following language at the end of the section: “Other than services normally associated with Construction

Manager's performance of the General Conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposal provides the best value for the Owner."

§2.3.2 Administration

§2.3.2.1 Delete this section in its entirety and replace it with the following: "All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, including the Construction Manager, who have been selected using competitive bids or competitive sealed proposals. With the Owner's approval, the Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors', subcontractors' and Construction Manager's bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefore is completed. All bids or proposals shall be made public within seven (7) days after the date of final selection."

§2.3.2.2 In the first sentence of this section, delete "and" from between "Work" and "(3)" and insert the following in between "exceptions," and "but": "and (4) offers the best value to the Owner."

§2.3.2.5 shall be amended by adding the following language at the end of the existing section:

"The Construction Manager shall provide periodic presentations updating the progress, quality and status of the Work to Owner's Town Council, at Owner's request, at no additional cost to Owner."

Add the following new subsections after §2.3.2.8:

"§2.3.2.9 Liquidated Damages for Failure to Complete on Time. The time of completion is of the essence of this Agreement. For each day that any work shall remain uncompleted after the time specified in the Contract Documents, or the increased time granted by the Owner, or as agreed upon to be increased by additional Work or materials ordered after this Agreement is signed, the sum of One Thousand and No/100 Dollars (\$1,000.00) shall be deducted from the monies due the Construction Manager. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages per day that the Construction Manager shall be in default after the time stipulated in the Contract Documents for completing the Work. The said amount is fixed and agreed upon by and between the Owner and Construction Manager

because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Construction Manager under this Agreement; and if said monies are insufficient to cover the amount owing, then the Construction Manager or its surety shall pay any additional amounts due. In the event that the actual damages incurred by the Owner exceed the amount of liquidated damages, Owner shall be entitled to recover its actual damages.

§2.3.2.10 Claims for Additional Time. The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. The Construction Manager shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Guaranteed Maximum Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical average cumulative number of rainy days per calendar month is agreed by the Owner and Construction Manager to be as set forth in the following Rainfall Table:

Rainfall Table

JAN	7 calendar days	APR	7 calendar days	JUL	4 calendar days	OCT	7 calendar days
FEB	6 calendar days	MAY	9 calendar days	AUG	4 calendar days	NOV	6 calendar days
MAR	8 calendar days	JUN	7 calendar days	SEP	6 calendar days	DEC	6 calendar days

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner.

Requests for an extension of time pursuant to this subsection shall be submitted to the Owner and Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, and shall include documentation demonstrating the nature and duration of the delays or disruptions and the anticipated effect it will have on the Construction Manager's abilities to perform its obligations along with a plan to deal with the effects of such abnormal or adverse weather conditions and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a

request for extra time for performance under the Contract Documents. In the event of such failure, no adjustment shall be made to the Guaranteed Maximum Price, and the Construction Manager shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this subsection.

No payment, compensation, or adjustment of any kind (other than the extensions of time provided for in the Contract Documents) shall be made to the Construction Manager for damages because of hindrances or delays from any cause other than intentional interference of the Owner, whether such hindrances or delays be avoidable or unavoidable, and the Construction Manager agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays.”

Add the following new section after section §2.5:

“§2.6 The Construction Manager shall be responsible for all construction surveys and staking. Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be followed at all times. The Construction Manager shall compare all drawings and verify all dimensions, and shall take any and all measurements necessary to verify the Drawing dimensions in relation to conditions already established at the Project site before laying out the Work. Any discrepancy will be immediately called to the attention of the Architect and Owner by the Construction Manager. The Construction Manager will be held responsible for subsequent errors which could have been avoided.”

ARTICLE 3 OWNER’S RESPONSIBILITIES

§3.1 Information and Services Required of the Owner

§3.1.2 Delete this section in its entirety.

§3.1.3 Delete this section in its entirety.

§3.1.4 shall be amended by deleting the third sentence and replacing it with the following:

“Such information or services shall be provided for informational purposes only and are not warranted or represented to accurately show the conditions at the Project site. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.”

§3.2 Owner’s Designated Representative

§3.2 shall be deleted and replaced with the following language:

"The Owner shall designate a representative with respect to the Project. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring Town Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner in order to avoid unreasonable delay in the service or Work of the Contractor."

§3.2.1 Legal Requirements

Delete this section in its entirety.

§3.3 Architect

Substitute "B101-2007" for "B103-2007" in the second line.

Add the following language at the end of the first sentence:

“, unless such Additional Services are caused by or attributable to the fault of the Construction Manager, in which case the Construction Manager shall be responsible for the cost of such Additional Services. Upon request, . . .”

Add the following new section after §3.3:

“§3.4 Inspection and Testing

The Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by the Owner.”

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§4.2.2 shall be amended by deleting all original language after the first sentence, and replacing it with the following language:

“, in accordance with the provisions of Texas Government Code section 2251.021, including computation of interest on unpaid amounts.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§5.1.2 Delete everything after the word “Work” and add the following in its place: “shall be by formal Change Order.”

§5.1.3 Add after the word “Work” the following: “shall be no more than five percent (5%) of the subcontractor’s cost, for overhead, and shall be no more than five percent (5%) of the subcontractor’s cost, for profit.”

§5.1.4 Delete everything after the words “not exceed” and add the following in its place: “six thousand and no/100 dollars (\$6,000.00).”

§5.2 Guaranteed Maximum Price

§5.2.1 Add the following language at the end of this section: “In case of any “buy out” transaction or agreement by the Construction Manager with a subcontractor for the subcontractor’s cost of its portion of the Work, then such savings shall be shared with the Owner in the following percentages: one hundred percent (100%) to Owner, zero percent (0%) to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such “buy out” transactions/agreements shall be subject to the Owner’s audit and inspection rights set forth in §6.11.”

§5.3 Changes in the Work

§5.3.2 shall be amended by adding the following to the end of the existing sentence:

“, unless such costs are caused by or attributable to the fault of the Construction Manager.”

§5.3.3 shall be amended by adding the following to the end of the first sentence in this section:

“, except that the term shall take into account the limitations provided in §5.1.3 of this Agreement.”

§5.3.5 Delete this section in its entirety and replace with: “In the case of changes in the Work, the fee will be adjusted as provided for in Section 5.1.1, if both parties agree that the scope of services has changed significantly. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.”

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§6.1.1 shall be amended by adding after the second “Work”:

“, unless such costs are caused by or attributable to the fault of the Construction Manager.”

§6.2 Labor Costs

§6.2.4 Delete this section in its entirety, and replace it with the following language: “Costs paid or incurred by the Construction Manager for payroll taxes, insurance, and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3, and provided that such costs do not exceed thirty percent (30%) of such wages and salaries.”

§6.2.5 Delete this section in its entirety.

§6.3 Subcontract Costs

Delete from this section the last word “subcontracts” and replace it with “Guaranteed Maximum Price Amendment.”

§6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§6.5.5 Add at the end of this section, after the word “Work,” the following language: “subject to the Owner’s approval.”

§6.6 Miscellaneous Costs

§6.6.2 Delete this section in its entirety.

§6.6.5 Delete this section in its entirety.

§6.6.6 Delete this section in its entirety.

§6.6.7 Delete this section in its entirety.

§6.6.8 Delete this section in its entirety.

§6.6.9 Delete this section in its entirety.

§6.7 Other Costs and Emergencies

§6.7.3 Delete this section in its entirety.

§6.7.4 Delete this section in its entirety.

§6.8 Costs Not To Be Reimbursed

§6.8.1 In the first line of this section, delete the phrase “The Cost of the Work shall not include the items listed below” and replace it with the following: “The Cost of the Work shall exclude items including, but not limited to, those items listed below:”

§6.9.1 shall be amended as follows:

At the beginning of this section add “Construction Manager shall take advantage of all available discounts, rebates and refunds for supplies, materials and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates and refunds shall accrue to the benefit of the Owner.”

Place a period after “Owner” in the original first sentence and delete the remainder of that sentence.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§7.1 Progress Payments

§7.1.5 Add the following at the end of this section: “Construction Manager shall use AIA Document G702 for Application and Certificate for Payments, and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.”

Add the following new subsection after §7.1.10:

“§7.1.11 In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in, but not limited to, AIA Document A201-2007, §9.3.3 and §9.10.2.”

§7.2 Final Payment

§7.2.1 shall be amended by deleting the word “and” at the end of subsection .2, replacing the period at the end of subsection .3 with “; and”, and adding a subsection .4 as follows:

“.4 Owner’s receipt of an “All Bills Paid” affidavit signed by the Construction Manager affirming that all indebtedness associated with the Work and all sums of money due for labor, materials, fixtures, equipment and machinery have been paid in full.”

§7.2.1 shall be further amended by adding the following to the end of the section:

"The amount of final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract amounts, if any, for which the Architect or Owner disputes, refuses or withholds payment, including liquidated damages, if any.
- .3 Subtract the aggregate of previous payments made by Owner.
- .4 The final payment amount determined in accordance with this Section shall be further modified under the following circumstances:
 - .1 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time.
 - .2 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims."

§7.2.3 In the first sentence after word "amount" add the following: "in accordance with the Contract Documents" and delete the remainder of the sentence. Delete the second and third sentences of this section.

ARTICLE 8 INSURANCE AND BONDS

Add to the table in Article 8, in the Type of Insurance or Bond column, an entry that reads "Builders' Risk Insurance". Add to the Limit of Liability or Bond Amount column in the table in Article 8 the following entry, which corresponds to the "Builders Risk Insurance" entry: "Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee."

ARTICLE 9 DISPUTE RESOLUTION

§9.2 shall be amended to select the option for "Litigation in a court of competent jurisdiction" as the method of binding dispute resolution.

ARTICLE 10 TERMINATION OR SUSPENSION

§10.1.3 shall be amended by deleting the words "or indemnify" in the final paragraph of the section.

§10.2.2 shall be amended by deleting the remainder of the sentence after the word "above".

ARTICLE 11 MISCELLANEOUS PROVISIONS

The following provisions shall be added to Section 11.5:

“§11.5.1 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

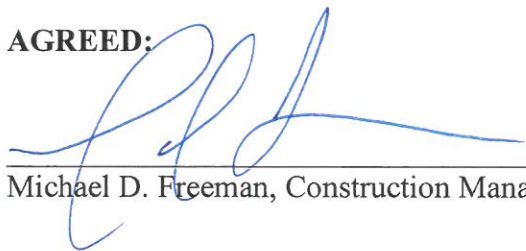
§11.5.2 Construction Manager stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§11.5.3 If any portion of this Agreement is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this Agreement shall remain in full force and effect.”

ARTICLE 12 SCOPE OF THE AGREEMENT

§12.2 The first sentence shall be amended to add ", as amended by the parties:" after the word "Agreement".

AGREED:



Michael D. Freeman, Construction Manager

Thomas E. Hayden, Mayor, Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 16 REGULAR ITEM

DATE: June 5, 2017

FROM: Kenneth Parr, Executive Director of Public Works

ITEM: Consider approval of an ordinance for MISC17-0004 street name change for Old Gerault Road (100-400 block) and Enterprise Drive (800 block) to Gateway Drive (100-500 block). *(The Transportation Commission recommended approval of the street name change by a vote of 4 to 3 at its May 9, 2017 meeting.)*

BACKGROUND INFORMATION: Attached is the Transportation Commission report and backup for this item. Notification letters were written and mailed in accordance with the Code of Ordinances Section 92-320. This item was taken to the Transportation Commission (TRC) on May 9, 2017. An additional correspondence was received and can be found in attachment 4.

The TRC discussion can be viewed as item F at the following link:

<http://flowermoundtx.swagit.com/play/05092017-1456>

BOARD REVIEW/CITIZEN FEEDBACK: Discussion was held at the Transportation Commission Meeting in reference to which properties were addressed from either of the street segments in question. It was determined that there were three residential properties that are currently addressed off of Old Gerault and two undeveloped commercial properties with potential addresses off of Enterprise. Additional discussion was also held regarding one of the undeveloped commercial properties which had recently come before the Town's Development Review Committee (DRC) about potential development.

The other commercial property was also discussed as to what type of development was being proposed. This proposed commercial development has not been brought back to DRC for several months. There was also some discussion in reference to the one residential property that had come before DRC for a presentation on a potential development as to whether or not the property was up for sale. The addressing of the new roadway to the Town's current numbering convention was discussed as part of the name change.

One email correspondence was received from one of the homeowners opposed to the street name change. This email correspondence was handed out at the meeting.

FISCAL IMPACT: Changing of the street name signage will be covered by Transportation Services operations budget.

ATTACHMENTS:

1. May 9, 2017, TRC Agenda Item
2. Draft Ordinance
3. Homeowner Notification
4. Additional Correspondence

DRAFT MOTION: Move to approve an ordinance for MISC17-0004 a street name change for Old Gerault Road (100-400 block) and Enterprise Drive (800 block) to Gateway Drive (100-500 block).



TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

REGULAR ITEM

DATE: May 9, 2017

FROM: Robert Pegg, P.E., Engineer Manager for Development

ITEM: **Consider a recommendation for a proposed street name change for two streets- Old Gerault Road and Enterprise Road (800 block) to the Town Council.**

BACKGROUND INFORMATION: This item is to consider a proposed street name change for Old Gerault Road in its entirety and one block of Enterprise Road and to forward the recommendation on to the Town Council. The proposal is to A vicinity map is located in Attachment 3.

Per the procedure laid out in Section 90-320 of the Code of Ordinances, this is a Town initiated change with the intention of clearing up the confusion that currently exists about the road's name and addressing. The Town proposes renaming the road to Gateway Drive to eliminate the situation of having an intersection of two streets named Enterprise Drive as well as by having the closely related street names of Gerault Road and Old Gerault Road intersect. The Town also proposed changing the name now in order to be ahead of any development projects that make application along the road.

This proposed name change will require the three residential properties on Old Gerault Road as well as two undeveloped commercial properties in the 800 block of Enterprise Road to change address. This proposed name change will not require any existing businesses to have to change their addresses. The Crossfire Gun Range is addressed off of Patriot Way and Stacy's Furniture is addressed off a section of Enterprise Road that will remain unchanged by this proposal. A notification letter to the adjacent property owners was sent out with the Transportation Commission date and the the Town Council date.

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 2. 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

- Old Gerault Road (100-400 block)
- Enterprise Drive (800 block)

Proposed Name

- Gateway Drive (200-500 block)
- Gateway Drive (100 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 staff 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: None to date

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

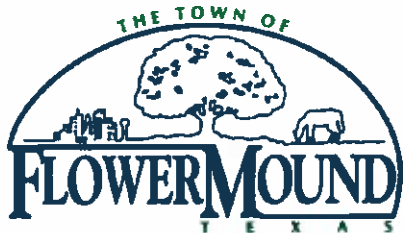
ATTACHMENTS:

1. Chapter 90-320. "Procedure to be followed by persons seeking street name change of an existing street"
2. Filed street name change request – Old Gerault Road and Enterprise (800 block)
3. Vicinity Map
4. GIS/Fire Department/Police Department Correspondence

RECOMMENDATION: Move to recommend for a proposed street name change for Old Gerault Road and Enterprise Drive (800 block) to Gateway Drive (100 – 500) 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.”



April 21, 2017

Chuck Russell
Planning Manager
1001 Cross Timbers Rd. #2330
Flower Mound, TX 75028

RE: Street Name Change Request - Old Gerault Road

Dear Chuck,

Please accept this request to change the name of the street section connecting Gerault Road with FM 2499 as shown in Figure 1. The existing street is currently known as Old Gerault Road on the north end and Enterprise Drive on the south end. The Town proposes renaming all of Old Gerault Road and the 800 block of Enterprise Road as Gateway Drive.

Per the procedure laid out in Section 90-320 of the Code of Ordinances, this is a Town initiated change with the intention of clearing up the confusion that currently exists about the road's name and addressing. Renaming the road to Gateway Drive will eliminate the situation of having an intersection of two streets named Enterprise Drive as well as by having the closely related street names of Gerault Road and Old Gerault Road intersect.

This proposed name change will require the three residential properties on Old Gerault Road as well as two undeveloped commercial properties in the 800 block of Enterprise Road to change address. This proposed name change will not require any existing businesses to have to change their addresses. Crossfire Gun Range is addresses off of Patriot Way and Stacy's Furniture is addressed off a section of Enterprise Road that will remained unchanged by this proposal.

Sincerely,

Robert Pegg, P.E.
Engineering Manager
Town of Flower Mound

Exhibit 1 - Proposed
Street Name Change

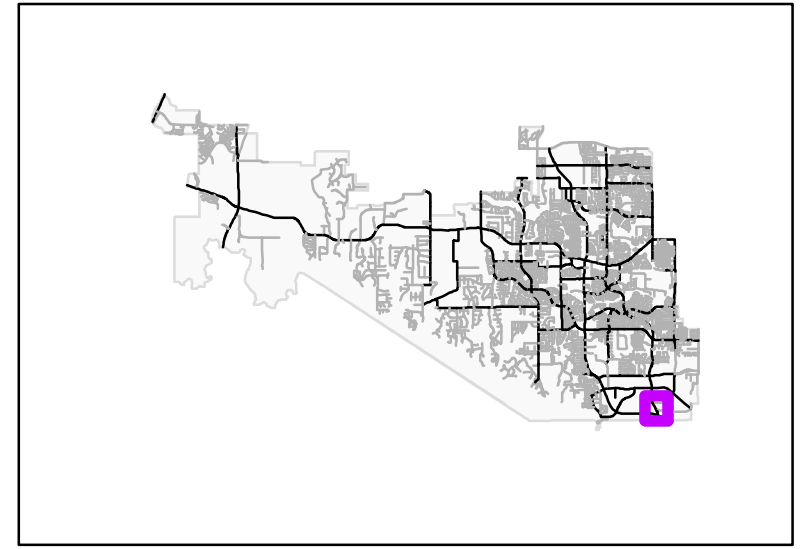


Sec. 90-320. - Procedure to be followed by persons seeking street name change of an existing street.

- (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.
- (c) 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.

(Ord. No. 06-12, § 24, 2-20-2012)

Vicinity Map - Street Name Change (Old Gerault/Enterprise)



Vicinity Map

Project
Location(s)

Legend

Proposed Street Name Change

From: [Dean Harden](#)
To: [Matthew Hotelling](#); [Frank Cangelosi](#); [Wendell Mitchell](#)
Cc: [Robert Pegg](#)
Subject: RE: Street Name Request - Fire
Date: Thursday, April 27, 2017 10:54:08 AM
Attachments: [Dean Harden.vcf](#)
[image002.jpg](#)
[image003.jpg](#)

No issues here.



From: Matthew Hotelling
Sent: Thursday, April 27, 2017 10:09 AM
To: Dean Harden; Frank Cangelosi; Wendell Mitchell
Cc: Robert Pegg
Subject: FW: Street Name Request

Gentlemen,

Development Services is initiating a street name change request for all of Old Gerault and the north/south piece of Enterprise to Gateway Drive with the block numbers remaining the same. See attached. Do any of you see any issues with this street name change?

Matt

Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound
Ofc: 972-874-6303
Fax: 972-874-6472

FourColor-Square



One Text or Call could Wreck it All

.....
Don't Drive Distracted by talking on the phone or texting.
See this site for more information:
<http://www.distracted.gov/>
.....

From: Robert Pegg
Sent: Friday, April 21, 2017 3:23 PM
To: Chuck Russell
Cc: Doug Powell; Matthew Hotelling; LauriAnn Cash
Subject: Street Name Request

Chuck,

Doug ask that we start an item to rename Old Gerault Road. The procedure to rename the road is in section 90-230 and will be handled as a MISC project in TRAKiT. This document contains the LOI; please start the project.

Bob

Robert Pegg
Engineering Manager
Town of Flower Mound
Ph: 972-874-6312
Robert.pegg@flower-mound.com

From: Shobin David
Sent: Friday, April 21, 2017 1:40 PM
To: Robert Pegg <robert.pegg@flower-mound.com>
Subject: Old Gerault Name Change

Attached is the letter and overview of Old Gerault Road name change.

Shobin David
Engineering Intern
Town of Flower Mound
Ph: 972-874-6307 | Fax: 972-874-6472
shobin.david@flower-mound.com

From: [Wendell Mitchell](#)
To: [Matthew Hotelling](#); [Dean Harden](#); [Frank Cangelosi](#)
Cc: [Robert Pegg](#)
Subject: RE: Street Name Request
Date: Thursday, April 27, 2017 6:27:11 PM
Attachments: [image001.jpg](#)

No problems here.

Wendell

From: Matthew Hotelling
Sent: Thursday, April 27, 2017 10:09 AM
To: Dean Harden; Frank Cangelosi; Wendell Mitchell
Cc: Robert Pegg
Subject: FW: Street Name Request

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shobin.david@flower-mound.com

From: [Frank Cangelosi](#)
To: [Matthew Hotelling](#); [Dean Harden](#); [Wendell Mitchell](#)
Cc: [Robert Pegg](#)
Subject: RE: Street Name Request
Date: Friday, April 28, 2017 9:48:09 AM
Attachments: [image002.png](#)
[image003.jpg](#)

No issues from GIS. Just let us know if and when this gets finalized so we can make the changes on our end.

Regards,

Frank Cangelosi, GISP
GIS Manager

Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028
(972) 874 6043
Frank.Cangelosi@flower-mound.com
TownLogo



From: Matthew Hotelling
Sent: Thursday, April 27, 2017 10:09 AM
To: Dean Harden <dean.harden@flower-mound.com>; Frank Cangelosi <frank.cangelosi@flower-mound.com>; Wendell Mitchell <wendell.mitchell@flower-mound.com>
Cc: Robert Pegg <robert.pegg@flower-mound.com>
Subject: FW: Street Name Request

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Attached is the letter and overview of Old Gerault Road name change.

Shobin David
Engineering Intern
Town of Flower Mound
Ph: 972-874-6307 | Fax: 972-874-6472
shobin.david@flower-mound.com

From: [Frank Cangelosi](#)
To: [Matthew Hotelling](#)
Subject: RE: Street Name Request
Date: Tuesday, May 02, 2017 2:18:06 PM
Attachments: [image002.png](#)
[Gateway.bmp](#)

Thanks. OK, based on address grid and the fact that the address is going to change anyway with a new street name, I would recommend changing the block ranges also to the following:

0-199 from 2499 to Patriots way

200-399 from Patriots Way north to bend

400-599 from bend to Gerault – (the argument could be made to have this section addressed as 800-1100 with a different Street name)

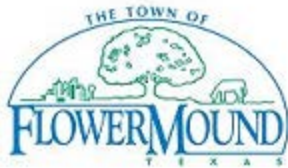
See attached map

Thoughts?

Regards,

Frank Cangelosi, GISP
GIS Manager

Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028
(972) 874 6043
Frank.Cangelosi@flower-mound.com



From: Matthew Hotelling
Sent: Tuesday, May 02, 2017 1:33 PM
To: Frank Cangelosi <frank.cangelosi@flower-mound.com>
Subject: FW: Street Name Request

Here it is.

Matt

Matthew J. Hotelling, P.E., PTOE

Traffic Engineer
Town of Flower Mound
Ofc: 972-874-6303
Fax: 972-874-6472



One Text or Call could Wreck it All

.....
Don't Drive Distracted by talking on the phone or texting.
See this site for more information:
<http://www.distraction.gov/>
.....

From: Matthew Hotelling
Sent: Thursday, April 27, 2017 10:09 AM
To: Dean Harden; Frank Cangelosi; Wendell Mitchell
Cc: Robert Pegg
Subject: FW: Street Name Request

Gentlemen,

Development Services is initiating a street name change request for all of Old Gerault and the north/south piece of Enterprise to Gateway Drive with the block numbers remaining the same. See attached. Do any of you see any issues with this street name change?

Matt

Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound
Ofc: 972-874-6303
Fax: 972-874-6472



One Text or Call could Wreck it All

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See this site for more information:
<http://www.distraction.gov/>
.....

From: Robert Pegg

Sent: Friday, April 21, 2017 3:23 PM
To: Chuck Russell
Cc: Doug Powell; Matthew Hotelling; LauriAnn Cash
Subject: Street Name Request

Chuck,

Doug ask that we start an item to rename Old Gerault Road. The procedure to rename the road is in section 90-230 and will be handled as a MISC project in TRAKiT. This document contains the LOI; please start the project.

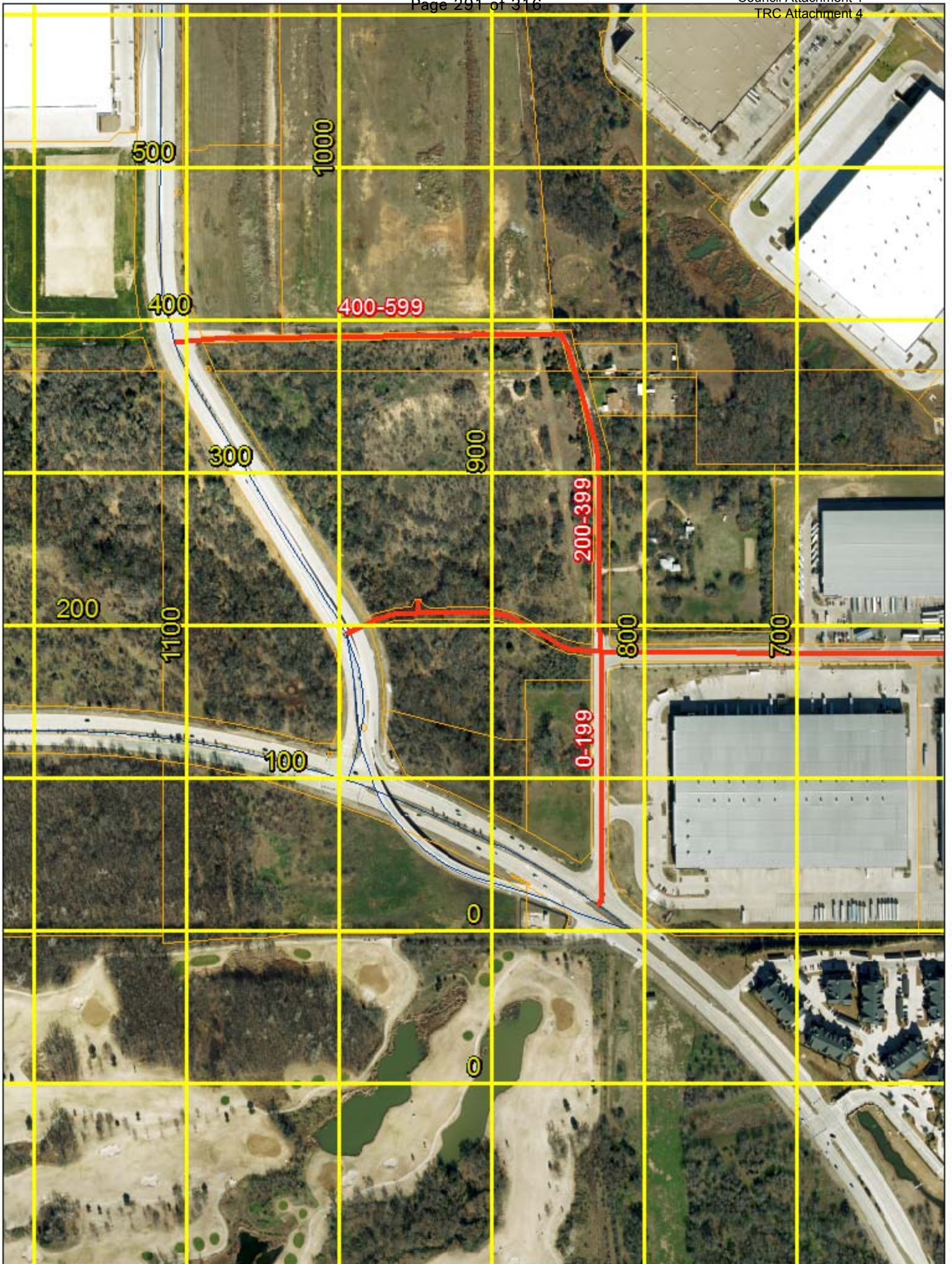
Bob

Robert Pegg
Engineering Manager
Town of Flower Mound
Ph: 972-874-6312
Robert.pegg@flower-mound.com

From: Shobin David
Sent: Friday, April 21, 2017 1:40 PM
To: Robert Pegg <robert.pegg@flower-mound.com>
Subject: Old Gerault Name Change

Attached is the letter and overview of Old Gerault Road name change.

Shobin David
Engineering Intern
Town of Flower Mound
Ph: 972-874-6307 | Fax: 972-874-6472
shobin.david@flower-mound.com



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 OLD GERAULT ROAD (100-400 BLOCK) AND ENTERPRISE DRIVE (800 BLOCK) TO GATEWAY DRIVE (100-500); 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 it is in the best interest of the public and the Town, and therefore, the following portions of these streets should be renamed as follows:

- 1) rename Old Gerault Road in its entirety (being the 100-400 block) and Enterprise Drive (being the 800 block) to Gateway Drive 100-500 block; 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 May 9, 2017, 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 Tarrant 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

ORDINANCE NO. _____**PAGE 2**

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 "Old Gerault Road" (being the 100-400 block) and a portion of "Enterprise Drive" (being the 800 block) is hereby officially renamed to be the 100-500 block of "Gateway Drive".

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 JUNE, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ORDINANCE NO. _____

PAGE 3

ATTEST:

Theresa Scott, TOWN SECRETARY

~~APPROVED AS TO FORM AND LEGALITY:~~

~~Bryn Meredith, TOWN ATTORNEY~~



Infrastructure/Engineering Services

May 2, 2017

Flozell J Adams
318 N Main St
Grapevine, TX 76051

RE: Street Name Change of Old Gerault Road and North/South Portion of Enterprise

Dear Stakeholder:

The letter is to advise you that Old Gerault Road in its entirety and the north/south portion of Enterprise Drive is being proposed to be changed to Gateway Drive. See attached map. You are receiving this letter because our records show that you have property that either is addressed off of, or adjacent to; or abutting either Old Gerault or this portion of Enterprise. The street name change item is currently scheduled for the May 9, 2017, Transportation Commission meeting at 6:30 PM at 2121 Cross Timbers Road, Town Hall Council Chambers.

The proposed street name is as follows:

<u>Existing Name</u>	<u>Proposed Name</u>
• Old Gerault Road (100 – 400 block)	Gateway Drive (200 – 500 block)
• Enterprise (800 block)	Gateway Drive (100 Block)

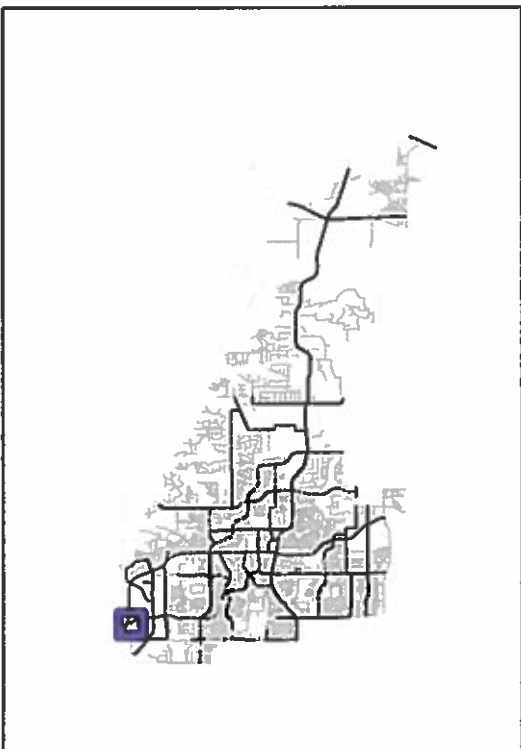
Once the recommendation is provided by the Transportation Commission, the recommendation will be brought forward to the Town Council. A recommendation from the Transportation Commission on May 9th would result in this item being brought forward to the Town Council meeting on June 5, 2017, at 6:00 PM, at 2121 Cross Timbers Road in the Council Chambers.

If you have any questions, additional input or suggestions, please send correspondence to Robert Pegg at 2121 Cross Timbers, Flower Mound, TX 75028, fax it to (972) 874-6472 or email to Robert.pegg@tofmtx.com. If there is information that you would like to go to the Transportation Commission or 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) 874-6312. Thank you.

Sincerely,

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

Vicinity Map - Street Name Change (Old Gerault/Enterprise)



Vicinity Map

Project
Location(s)

Legend

Proposed Street Name Change

From: Nova Fults
Sent: Tuesday, May 23, 2017 2:21 PM
To: Town Council
Subject: Old Gerault gravel road.

I am writing my town council members to oppose the name change of Old Gerault Rd. Enterprise rd can exist without affecting the name of this historic road.

Thank you for your time,

Nova Mildred-Fults
Resident for 35 years (since birth)

From: Matthew Hotelling
Sent: Thursday, May 18, 2017 12:56 PM
To: Robert Pegg
Cc: Tommy Dalton
Subject: FW: 300 Old Gerault

Bob,

Here is some information for your agenda item for the street name change for Old Gerault/Enterprise.

Matt

Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound

One Text or Call could Wreck it All

.....
Don't Drive Distracted by talking on the phone or texting. See this site for more information:
<http://www.distracted.gov/>
.....

-----Original Message-----

From: Brian Smiley
Sent: Wednesday, May 10, 2017 3:00 PM
To: Matthew Hotelling; Delona Verplank
Subject: 300 Old Gerault

Matt,
Drove by the property this afternoon and there is most definitely a for sale sign for a 7.5# acre parcel right where enterprise becomes Old Gerault (Northeast Corner) assumably the property in question last night.

May want to make note of it for the Council.

From: Bree Neal
Sent: Monday, May 15, 2017 2:13 PM
To: Robert Pegg
Subject: street name change

Hi Robert,

This is a formal request to protest the name change of Old Gerault Rd. In Flower Mound. My family owns 2 of the 3 properties on Old Gerault. The third family has also expressed their disdain for the change of our street name. The third house on the street is over 100 years old, so not only do we feel the street name has historical value, but also we don't feel that there is a reason to change the name of a street that only 3 people live on, and none are interested in changing the name of. Thank you.

Bree Neal &
Patrick Koch
332 & 324 Old Gerault Rd.
Flower Mound, TX 75028

From: Robert Douglas
Sent: Monday, May 8, 2017 5:27 PM
To: Robert Pegg
Subject: name change on old gerault rd.

I am against any name change . this property line goes to the center of the road
it has been this way before I bought this place, I bought it 57 years ago before
fm was a town. and it is still that way., I still own the property.

Robert C. Douglas.



TOWN COUNCIL AGENDA ITEM NO. 17

DATE: June 5, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of an appointment of Mark Miller as the Town's representative to serve on the Denton County Transit Authority (DCTA) Board of Directors for a two-year term ending June 5, 2019.

BACKGROUND INFORMATION: In accordance with state law ([Transportation Code Sec. 460](#)) the DCTA board is composed of fourteen(14) members who serve two year terms and includes:

- (a) One member appointed by the governing body of each municipality with a population of 17,000 or more that is located in Denton County
- (b) Three members appointed by the Commissioner's Court of Denton County, two of whom must be a resident in the unincorporated area of the county.
- (c) Three members to be designated by the remaining municipalities with a population of more than 500 but less than 17,000 located in Denton County.
- (d) One member appointed by the governing body of each municipality in the county with a population of more than 500 but less than 17,000, and with additional stipulations.

Since Flower Mound has a population of over 17,000, the Town has a representative on the Board of Directors for the Denton County Transit Authority (DCTA). The current Flower Mound seat on the Board of Directors is being vacated because the Flower Mound representative (Jim Robertson) is moving out of the area, and the Town Council will need to consider the appointment of someone for a new term.

In accordance with DCTA bylaws (attachment 1) the Board adopts the annual operating budget and is responsible for setting policy. Board meetings are generally held every fourth Thursday of each month with a work session starting at 1:30 p.m., followed by a regular meeting starting at 3:00 p.m. in the DCTA Board Room, 1955 Lakeway Dr, Ste, 260, Lewisville.

Mark Miller is a Flower Mound resident and has lived in Denton County for over 20 years. He has indicated a willingness to serve and meets the eligibility requirements as defined in the code ([Sec. 460.202](#)). The appointee will remain on the board until such action by Town Council is taken to replace the Board member.

ALTERNATIVES/OPTIONS: The Town Council could choose to appoint another person to serve on the DCTA Board of Directors.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

- 1. DCTA Bylaws
- 2. Mark Miller Bio

RECOMMENDATION: Move to appoint Mark Miller as the Town's representative to serve on the Denton County Transit Authority (DCTA) Board of Directors for a two year term ending June 5, 2019.

DENTON COUNTY TRANSPORTATION

AUTHORITY BYLAWS

Adopted January 3, 2002
(rev. February 13, 2004, October 26, 2006, September 27, 2007, December 17, 2009, November 17, 2011, April 25,
2013 and September 26, 2013)

DENTON COUNTY TRANSPORTATION AUTHORITY BYLAWS

ARTICLE I NAME

Section 1. Name. The name of the authority shall be the Denton County Transportation Authority ("Authority").

Section 2. Authorization. These Bylaws are adopted pursuant to authority granted in Section 460.204(c)(2) of the Texas Transportation Code ("Code"). In the event of any conflict between these Bylaws and the Code or other applicable laws of the State of Texas, such laws shall be controlling. In the event any provision of these Bylaws shall be determined to be invalid, the remainder of these Bylaws shall nevertheless remain in force and effect.

Section 3. Definitions.

- (a) **Alternate Member.** Alternate Board Member shall mean a person appointed to serve in the absence of the regular appointed member of the Board of Directors representing such city.
- (b) **Board Member.** Board Member means and includes appointed or elected members of the Board of Directors, as well as alternate board members serving in the absence of appointed board members.
- (c) **Capital Asset.** Land, a fixture attached to land, or an item of personal property that meets all of the following criteria: (1) the cost of acquisition or the cost of improvement of such property exceeds \$5,000; (2) the expected useful life of the property when acquired is more than 1 year or the extension of the useful life of the property as a result of the improvement is more than 1 year; (3) the property retains its original shape and appearance with use; and (4) the property is nonexpendable (meaning that if the property is damaged or some of its constituent parts are lost or worn out, it is usually more economical to repair the property than to replace it with an entirely new unit).
- (d) **Capital Expenditure.** Expenditure made to acquire or improve one or more Capital Assets and includes the acquisition and/or improvement of real property.
- (e) **Executive Committee.** Executive Committee shall mean the committee appointed by the DCTA Chair consisting of the Directors as set forth in Article III, Section 9 (c).
- (f) **Financial Participating Member.** A Financial Participating Member shall mean a municipality that has imposed the transit sales and use tax authorized by Chapter 460 of the Transportation Code or which has contracted with DCTA for financial participation through tax increment payments as provided by Subchapter I,

Chapter 460 of the Transportation Code, and which is entitled to have a Director on the DCTA Board of Directors.

ARTICLE II OFFICES

Section 1. Principal Office. The principal office of the Authority shall be in Denton County, Texas.

Section 2. Additional Offices. Authority also may have offices at such other places as the Authority from time to time may determine or as the activities of Authority may require.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The responsibility for the management operation and control of the Authority and its properties is vested in the Board of Directors. [Section 460.401].

Section 2. Number and Composition. The Board of Directors is composed of:

- (a) One member appointed by the governing body of each municipality with a population of 17,000 or more that is located in the county.
- (b) Three members appointed by the Commissioner's Court of Denton County, two of whom must reside in the unincorporated area of the county.
- (c) Three members to be designated by the remaining municipalities with a population of more than 500 but less than 17,000 located in the Denton County. These three members will be selected according to provisions of the Code. [Section 460.054(c)].
- (d) One member appointed by the governing body of each municipality in the county with a population of more than 500 but less than 17,000 that:
 - (i) designates a public transportation financing area under Section 460.603;
 - (ii) enters into an agreement with the Authority to provide public transportation services in the public financing area under Subchapter I, Chapter 460; and
 - (iii) did not approve the designation of any member designated under Section 2 (c) above.

- (e) Member appointed by the governing body of a municipality that was entitled to appoint a member under Section 460.054 (b)(1) of the Code before the effective date of an increase in the population threshold. (Section 460.2015) The Board of Directors may increase the population threshold amounts stated in Section 460.054(b)(1) in increments up to 5,000 each year. A municipality that appointed a member to the Board of Directors according to the provisions of Section 460.054(b)(1) of the Code prior to any increase in population threshold is grandfathered and may continue to appoint a member to the Board of Directors.
- (f) Appointing entities may appoint a member to the Board of Directors and may also provide for the appointment of one alternate to serve in the absence of the appointed member. An Alternate Member may attend Board and committee meetings but shall not vote on any matter before the Board or committee or participate in any discussion in matters before the Board or a committee except when serving in place of the regular Board of Directors member [Section 460.054(b)(1)]. Appointing entities shall notify the Authority in writing of the appointment, reappointment, resignation or removal of an Alternate Member.

Section 3. Eligibility.

- (a) To be eligible for appointment to the Board of Directors, a person must: (i) have professional experience in the field of transportation, business, government, engineering or law; and (ii) reside: (A) within the territory of the Authority; or (B) outside the territory of the authority in a municipality that is located partly in the territory of the Authority. [Section 460.202].
- (b) Three consecutive unexcused absences of a Director at a noticed Board of Directors meeting or the death, resignation or inability to serve shall create a vacancy.

Section 4. Vacancy. A vacancy on the Board of Directors is filled in the same manner as the original appointment to the Board of Directors. [Section 460.201(c)].

Section 5. Terms. The term of office for a member of the Board of Directors is two years. A vacancy on the Board of Directors is filled in the same manner as the original appointment to the Board of Directors to fill the unexpired portion of such term of office, except as provided by Section 460.2015 of the Code for grandfathered municipalities.

Section 6. Meetings. The Board of Directors shall hold at least one regular meeting each month. [Section 460.055(c)]. Special meetings of the Authority may be called by the Chair or Vice-Chair as necessary. [Section 460.204(b)].

Section 7. Quorum. Five members constitute a quorum for purpose of conducting business. [Section 460.205(a)].

Section 8. Notice. All meetings of the Authority and its committees shall be in compliance with Texas Open Meetings Act. [Section 460.102(a)(1)].

Section 9. Committees

- (a) The Chair of the Board may appoint such committees as from time to time may be deemed necessary and appropriate. The committee shall not have any power or authority to act on behalf of the Denton County Transportation Authority. The Chair will designate the chair of each committee, which will be comprised of at least three Board of Directors members, and will serve as an ex officio member of each committee.
- (b) The committee shall report its discussions or recommendations, subsequent to its meeting, to the next Board of Directors meeting. [Section 460.401].
- (c) The Executive Committee shall consist of the four (4) officers of the Board of Directors, and the Chair may appoint one additional eligible Director of the Board of Directors to the Executive Committee. Notwithstanding the foregoing, no member of the Board of Directors, who is an employee of the governmental unit appointing such a person to the Board of Directors, may serve on the Executive Committee.

Section 10. Voting.

- (a) An action of the Board of Directors requires an affirmative vote of a majority of the Directors, but not less than five (5) Directors present and voting, except for a vote pursuant to paragraph (b) of this section. [Section 460.205(b)].
- (b) An affirmative vote of the majority of the entire Board of Directors, including two-thirds (2/3) vote of Directors representing Financial Participating Members is required for:
 - (1) a capital expenditure;
 - (2) operating or maintenance expenditure for a capital asset;
 - (3) material change of the service plan;
 - (4) amendment of the bylaws;
 - (5) the approval of a comprehensive development agreement ("CDA") or similar financial contractual obligation for a purpose not an express commitment of the DCTA Service Plan;
 - (6) the approval of a contract or other agreement between the DCTA and a municipality or other governmental authority located within the A-train Corridor for participation in DCTA; or
 - (7) the formation of a local government corporation, contracting with, joining or becoming a member or owner of a local government corporation.
- (c) Alternate Members. An alternate Board Member may only serve in the absence of the regular board member. An alternate Board Member may vote in place of the regular Board Member when the regular Board Member is absent.

Section 11. Procedure of Meetings. Notice of all meetings and hearings of Authority shall be given, and such meetings and hearings shall be held and conducted in accordance with the following order: applicable law, these Bylaws, the Board of Directors Rules of Procedure and Robert's Rules of Order, newly revised, to the extent not in conflict. The General Counsel of the Authority shall serve as parliamentarian to the Authority.

Section 12. Conflicts of Interest. Members of the Board of Directors and officers are subject to Chapter 171 Local Government Code. [Section 460.203].

Section 13. Population Changes.

- (a) At least annually but before any vote authorizing confirmation of the Authority or imposition of a sales and use tax, the Authority shall determine if any municipality located in the county that has not appointed a member to the Board of Directors as provided by Section 460.054(b)(1) of the Code, has grown to a population of 17,000 or more.
- (b) A determination of population growth to 17,000 or more will be documented by "Annual Population Estimates" for municipalities located in Denton County published by North Central Texas Council of Governments. The population of the municipality submitted to the Authority for approval may be challenged by a member of the Board of Directors.
- (c) The Board of Directors may certify: (i) that a municipality has a current population of 17,000 or more; and (ii) does not have a member appointed to the governing body as provided by Section 460.054(b)(1). Subsequent to the certification vote, a municipality so certified may forthwith appoint one member to the Board of Directors as provided by the Code.

**ARTICLE IV
OFFICERS**

Section 1. Election. The Board of Directors shall elect four (4) of its members to serve as the Chair, Vice-Chair, Treasurer, and Secretary. [Section 460.055(a)]. The Chair or Vice Chair shall be a Director representing a Financial Participating Member.

Section 2. Chair. The Chair shall preside at all regular and special meetings of the Authority. Effective January 1, 2012, a member of the Board of Directors may not serve more than four (4) consecutive terms as Chair.

Section 3. Vice-Chair. The Vice-Chair shall preside at any meeting of the Authority on the request of the Chair, or at which the Authority Chair is absent.

Section 4. Treasurer. The Treasurer shall work with the Chief Financial Officer in preparing the budget and supervising the annual audit.

Section 5. Secretary. The Secretary shall review the minutes of all Board proceedings, make any necessary revisions, and attest to the accuracy of the minutes.

Section 6. Term. The officers of the Authority shall be elected from among the members of the Board of Directors and shall hold office for one (1) year. The term of office for each officer shall be for a period of one year and shall run from January 1 through and including December 31 of the calendar year.

ARTICLE V BUDGET AND FINANCE

Section 1. Fiscal Year. The Fiscal Year of the Authority shall end on September 30 of each year.

Section 2. Annual Budget. The Authority shall prepare an Annual Budget. [Section 460.403].

Section 3. Audit. The Authority shall have an annual audit of the affairs of the Authority prepared by an independent certified public accountant. Any deficiencies noted in the audit report shall be addressed at a regular meeting of the Authority and addressed on the record [Section 460.402].

ARTICLE VI RULES, POLICIES AND PROCEDURES

The Board of Directors is responsible for the management, operation, and control of the authority and its properties. [Section 460.401].

ARTICLE VII INDEMNIFICATION

The Denton County Transportation Authority shall indemnify any member of the Board of Directors involved in any litigation including any civil, criminal or administrative action suit or proceeding, for reason of such member's alleged negligence or misconduct in the performance of his or her duties as a Board of Directors Member to the extent funds are lawfully available and subject to any other limitations that exist by law against liability, and reasonable expenses, including attorneys' fees, actually and necessarily incurred, except where it is adjudged that such Board of Directors member acted with gross negligence or willful misconduct in the performance of their duties.

**ARTICLE VIII
AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted pursuant to Article III, § 10(b) at any regular, properly posted meeting of the Authority, or any properly posted special meeting of the Authority, at which a quorum is present; provided that prior to consideration and vote by the Authority, any proposed revisions to the Bylaws may be reviewed and commented on by the Board of Directors and shall be provided in writing to all Authority Board of Directors members at least two weeks prior to action on the amendments.

Mark Miller

Vice President



Mark Miller
Vice President

20 years of industry experience

9 years tenure with Hillwood

Miller serves as Vice President of Hillwood Properties and is responsible for retail development at AllianceTexas and surrounding areas, including these distinguished projects: Alliance Town Center, Lone Star Crossing, Westlake Corners, Frisco Station, and Union Park. AllianceTexas encompasses over 43 million square feet, more than 470 corporate residents, and over 47,500 employees.

Prior to joining Hillwood, Miller served as senior manager of investments for Regency Centers where he was responsible for negotiating a \$100 million lifestyle center in Highland Village. He was responsible for more than \$20 million annually of new retail developments throughout the Central United States. Miller also was instrumental in preparing site selection packages and developing tools to predict the sales, size and

timing of shopping center developments. Miller began his tenure with Regency Centers in 1998 as a senior research analyst transitioning to the real estate investment side of the business in 2000.

Miller began as a research analyst with the North Central Texas Council of Governments where he provided demographic assistance to many North Texas entities. Miller also served as a research analyst for the Tangram Corporation developing analysis, mapping and database management for national retail and restaurant chains.

AFFILIATIONS

- International Council of Shopping Centers (ICSC) – Member
- Northwest Metroport Chamber of Commerce – Board Member
- Toastmasters International

EDUCATION

- Texas A&M University – Bachelor of Science in Geography
- University of North Texas – Master of Science in Applied Geography
- University of North Texas – Master of Business Administration in Finance

Town Council Future Agenda Items



SCHEDULED 6/19/2017 Presentation Recognition of FMHS Water Polo Team

Consent Consider Approval of the purchase of traffic signal poles, in the estimated annual amount of \$80,000.00, from Structural & Steel Products, Inc., through a City of McKinney contract.

Consent Consider approval of the minutes from a regular meeting of the Town Council held on June 5, 2017.

Consent Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2017 and ending September 30, 2018, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2017; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of the purchase of one ambulance for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$ 288,577.00; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of a resolution granting the Flower Mound Police Department permission to request to use Federal Equitable Sharing funds to purchase a Wheeled Armored Rescue Vehicle, and authorizing submission of the required justification letter to the Federal Government.

Consent Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, for the 2015 Street Reconstruction project, for Superior Place & Canterbury Lane Reconstruction, in the amount of \$24,926.50; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval to award Bid No. 2017-35 to 3D Paving & Contracting, LLC., for the 2015 Street Reconstruction project, for Superior Place & Canterbury Lane Reconstruction, in the amount of \$888,677.00; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to prepare a detailed design plans and specifications for the Wastewater Treatment Plant Rehabilitation Phase IV, Solids Facility Improvements Part 2 Project, in the amount of \$623,681.00; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	6/19/2017	Consent	Consider approval of Change Order No. 2 and final acceptance of the FM 2499/FM3040 24-inch Water Line Crossing Replacement project, amending the contract with Mountain Cascade of Texas LLC, for a decrease to the contract in the amount of \$14,638.22, and authorization of final payment to Mountain Cascade of Texas LLC, in the amount of \$22,076.23; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase and installation of the 2016-17 Playground Replacements project, for the Spring Meadow Park Playground, from Childs Play, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$237,973.00.
		Consent	Consider approval of Amendment No. 5 to the Fiscal Year 2016-2017 Capital Improvement Program.
		Consent	Consider approval of application by the Town of Flower Mound to join the FEMA Community Rating System (CRS) Program; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Kleinfelder Inc., for construction testing of materials and methods for Town Hall project, in the not to exceed amount of \$128,132.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	MISC-Lakeside Tower – Reconsider an appeal of a request (MISC17-0005) for a variance to Section 34-182(b)(5), entitled “Construction work,” of the Code of Ordinances to allow extended hours for construction of the Lakeside Tower development. This item was previously approved at the May 15, 2017 Town Council Meeting.
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0005 - Hillside of Flower Mound) to amend Planned Development District No.143 (PD-143) by amending the development standard related to maximum lot coverage, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and west of Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its June 12, 2017, meeting.)
		Regular	Consider a request for an exception to the Town’s street design standards to allow the installation of emergency access gates at the southern terminus of Currant Way, and another at the proposed southern terminus of Kings Lake Drive.

SCHEDULED	6/19/2017	Regular	Public Hearing to consider a request for rezoning (ZPD17-0001 - Lakeside Crossing) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$189,504.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$20,820.00. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 8, 2017, meeting.)
		Regular	Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Newstream Hotels & Resorts, LLC, and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of the award of Bid No. 2017-78 to Mario Sinacola & Sons Excavating, Inc., for the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, in the amount of \$6,975,634.45; and authorization for the Mayor to execute same on behalf of the Town
7/17/2017	Consent		Lakeside Reuse System Master Plan Award.
	Consent		Consider approval of the minutes from a regular meeting of the Town Council held on June 19, 2017.
	Consent		2016-2017 Playground Equipment Replacement - Oak Park.
	Consent		2016-17 Playground Replacement - Bluebonnet Park.
	Consent		Wilkerson, Rheudasil, & Cortadera Parks Pond Dredging Construction Award.
	Consent		FM 2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
	Consent		Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
	Consent		FM 2499 Roadway, Drainage, Traffic Signal Improvements Testing Award.
	Consent		FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.
	Consent		Bakers Branch Design Award.
	Consent		Pintail Pump Station Capacity Change Order 2 & Final Acceptance.
	Consent		Long Prairie 12-Inch Water Line CO1 and Final Acceptance.

SCHEDULED	7/17/2017	Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2017A, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
		Regular	Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, General Obligation Refunding Bonds, Series 2017, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
	8/7/2017	Consent	Wilkerson, Rheudasil, Cortadera Parks Pond Dredging Testing Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM1171 @ FM2499 Easebound Right Turn Lane Testing Award.
		Consent	Consider proposing a maximum tax rate of \$0.____ per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and scheduling August 21, 2017, public hearings on the budget and tax rate, September 5, 2017, public hearing on the tax rate, and scheduling the September 18, 2017, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2017, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
		Consent	Woodbine Street Reconstruction Construction Award.

SCHEDULED	8/7/2017	Consent	Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.
		Consent	Shady Point Acres Water Main Replacement Construction Award.
	8/17/2017	Work Session	Hold a discussion and provide direction regarding the FY 2017-2018 Proposed Budget, including Community Support funding.
	8/21/2017	Consent	Fire Station No. 6 Fencing & Landscaping.
		Consent	Woodbine Street Testing Award.
		Consent	Shady Point Acres Water Main Replacement Testing Award.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/5/2017	Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/18/2017	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.

SCHEDULED	9/18/2017	Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2017.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Fire Station #7 Design Award.
		Consent	Heritage Park Phase IV Construction Award.
		Consent	Heritage Park Phase IV Testing Award.
		Consent	Consider approval of an agreement with LexisNexis for the Desk Officer Reporting System that was approved during the 2016-2017 budget process; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of a license agreement with AT&T to put antennas on existing utility poles and buildings in the Town of Flower Mound, and authorization for the Mayor to execute same on behalf of the Town.