

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

4/2/2018

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. Recognition of the Flower Mound Citizens Academy - Class of 2018
2. Special recognition of David Eiland and all the volunteers associated with the Rebuild Fruitvale Project
3. Presentation of Texas Municipal Library Directors Excellence in Library Services Award

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
2. Economic Development projects

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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).

I. COORDINATION OF CALENDARS

1. A joint work session with the Planning & Zoning Commission is scheduled for Wednesday, April 4.
2. A regular meeting is a scheduled for Monday, April 16.

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 3/19-** Consider approval of the minutes from a regular meeting of the Town Council held on March 19, 2018.
2. **Microsoft Enterprise Agreement Renewal-** Consider approval to renew the Town's three year Enterprise Enrollment Agreement with Microsoft to provide the town with licensing for Office 365 , Servers, Sharepoint, Advanced Threat Protection and Desktop Operating Systems from Software One in the amount of \$176,462.49.
3. **Concrete Services-** Consider approval of the award of Bid No. 2018-50-A Miscellaneous Concrete Replacement Services to F&F Concrete, LLC and to Apex Concrete Construction and to establish an annual unit bid price contract for the installation of miscellaneous concrete projects in an annual estimated amount of \$475,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

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

Executive Conference Room

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.

L. 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.

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- 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.

M. 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.

N. 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: March 29, 2018, at 8:45 a.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: April 2, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on March 19, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on March 19, 2018.

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 March 19, 2018.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 19TH DAY OF MARCH 2018, 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.

[Click here](#) for meeting Video Link (subject to change)

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

Tom Hayden	Mayor
Don McDaniel	Mayor Pro Tem
Kevin Bryant	Deputy Mayor Pro Tem
Bryan Webb	Councilmember Place 2
Claudio Forest	Councilmember Place 5
Jason Webb	Councilmember Place 1

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Engineering Manager
Matt Hotelling	Traffic Engineer
James Hoefert	Environmental Review Analysis

A. CALL REGULAR MEETING TO ORDER

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

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

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

D. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 4100 Broadway	Campaign

E. ANNOUNCEMENTS

Councilmember Jason Webb announced a low cost vaccine clinic event on April 7th.

Deputy Mayor Pro Tem Bryant announced the release of the First Alarm movie produced by the Fire Department, including showing dates and times at the Movie House.

Mayor Pro Tem McDaniel announced details about a TxDOT public meeting regarding the expansion of 35W on April 19th.

Councilmember Bryan Webb expressed concerns regarding negative comments that have recently been circulated to some mayor/council candidates.

F. TOWN MANAGER'S REPORT

Ms. Wallace gave an update on the following projects:

1. Capital improvement projects
 - Twin Coves update and progress report
2. Economic Development projects
 - Economic Development forum at Courtyard
 - Various new pizza restaurant openings
 - CTDI expanded by 65,000 sf bringing them to 500,000 within 3 buildings in the Lakeside area
3. Update on parking garage (River Walk)
 - The developer just received their final acceptance and it will soon be open to the public
4. Use of synthetic grass in commercial landscaping

Mr. Dalton gave a presentation identifying or noting:

- Background information and past discussions overview, including the direction that was provided by Council
- Next steps (Planning and Zoning agenda, then to Council in early May)

and he responded to questions from Council as follows:

- How is the language “not visible from the public” defined (i.e. automobile passing, or standing from the curb, etc.) – and it was noted it could be changed to “generally not visible or adjacent from the public right of way”
- Has there been research on the quality or grade levels of synthetic grass, and if so emphasis could be placed on use of the higher levels

Based on an inquiry by Mayor Pro Tem McDaniel, Mr. Dalton provided a statement of fact regarding the status of the Children’s Learning Center (corner of Churchill and FM 1171) given the poor condition of the property, including the code enforcement process to get it back to a normal state.

Based on an inquiry by Deputy Mayor Pro Tem Bryant, Ms. Wallace and Ms. Bruce provided a statement of fact regarding the status of the fountain to come back on line.

G. FUTURE AGENDA ITEMS

1. Deputy Mayor Pro Tem Bryant requested a future agenda item to talk about homes that are being turned over as rental properties. He recollected that in the past there was discussion about doing some type of code enforcement between tenants. He indicated there are other cities in the North Texas area that are conducting reviews. There was Council consensus to have a discussion on this topic at the annual strategic planning session.

H. COORDINATION OF CALENDARS

Mayor Hayden announced the following two future Town Council meetings.

1. A special joint work session with Council and the Transportation Commission is scheduled for Tuesday, March 27, to discuss the Morriss Road Thoroughfare Plan designation and safety improvements.
2. A regular meeting is scheduled for Monday, April 2.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on March 5, 2018.

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on March 5, 2018.

2. Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017.

DRAFT MOTION: Move to approve the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017.

3. Consider approval of the purchase of forty-four sets of bunker gear from NAFECO, Inc. through BuyBoard Purchasing Contract No. 542-17 in the total amount of \$111,524.16; and authorization for the Mayor to approve same on behalf of the Town.

DRAFT MOTION: Move to approve the purchase of forty-four sets of bunker gear from NAFECO, Inc. through BuyBoard Purchasing Contract No. 542-17 in the total amount of \$111,524.16; and authorization for the Mayor to approve same on behalf of the Town.

4. Consider approval of a Professional Services Agreement for the design phase services for the Wastewater Treatment Plant Rehabilitation Phase V project, with Alan Plummer Associates, Inc., for \$55,694.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Professional Services Agreement for the design phase services for the Wastewater Treatment Plant Rehabilitation Phase V project, with Alan Plummer Associates, Inc., for \$55,694.00; and authorization for the Mayor to execute same on behalf of the Town.

5. Consider approval of Change Order No. 1 for the construction of the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, amending the contract with Mario Sinacola & Sons Excavating, Inc., to provide for an increase to the contract in the amount of \$112,820.20; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 1 for the construction of the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, amending the contract with Mario Sinacola & Sons Excavating, Inc., to provide for an increase to the contract in the amount of \$112,820.20; and authorization for the Mayor to execute same on behalf of the Town.

6. Consider approval of a Development Agreement with Jerry's Carwash II, Ltd. for the construction of Town infrastructure associated with the Jerry's Carwash commercial development; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Development Agreement with Jerry's Carwash II, Ltd. for the construction of Town infrastructure associated with the Jerry's Carwash commercial development; and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of a Professional Services Agreement for the design phase services of the Justin Road Lift Station Outfall project, with Alan Plummer Associates, Inc., for \$88,900.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Professional Services Agreement for the design phase services of the Justin Road Lift Station Outfall project, with Alan Plummer Associates, Inc., for \$88,900.00; and authorization for the Mayor to execute same on behalf of the Town.

8. Consider approval of Change Order No. 1 for creek bank stabilization and erosion control, associated with 3100 River Hill Court, to Knight Erosion Control, Inc., a sole source provider, in the amount of \$77,972.00; and authorization for the Mayor to execute the same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 1 for creek bank stabilization and erosion control, associated with 3100 River Hill Court, to Knight Erosion Control, Inc., a sole source provider, in the amount of \$77,972.00; and authorization for the Mayor to execute the same on behalf of the Town.

9. Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, for construction testing of materials and methods, for the Heritage Park Phase IV project, in the not to exceed amount of \$38,069.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Professional Services Agreement with Alliance Geotechnical Group, for construction testing of materials and methods, for the Heritage Park Phase IV project, in the not to exceed amount of \$38,069.00; and authorization for the Mayor to execute same on behalf of the Town.

Mayor Pro Tem McDaniel moved to approve by consent Items 1-9. Councilmember Jason Webb seconded the motion. Each item, as approved by consent, is restated above along with the approved draft motion, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

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

NAYS: NONE

Motion passed

J. REGULAR ITEMS

10. Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Hawks Hill QT. The property is generally located west of Long Prairie Road and south of Waketon Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 6, 2018, meeting).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Project information
- Aerial image of the site
- Tree survey

And he responded to questions from Council as follows:

- Will they be removing the tree in anticipation of it not surviving the grading or are they asking for the permit to remove it in case it doesn't survive the grading

Mayor Hayden opened the Public Hearing at 6:32 p.m. No one spoke in support or opposition. Mayor Hayden closed the Public Hearing at 6:32 p.m.

Councilmember Bryan Webb moved to approve an application for a tree removal permit for one (1) specimen tree on property proposed for development as Hawks Hill QT. The property is generally located west of Long Prairie Road and south of Waketon Road. Councilmember Jason Webb seconded the motion.

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

11. Public Hearing to consider an application for a tree removal permit for two (2) specimen trees on property proposed for development as Rocky Hill Farms. The property is generally located north of Cross Timbers Road and east of Lighthouse Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 6, 2018, meeting).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Project information
- Aerial overlay
- Tree survey
- Tree # 39 and # 47 and its current condition

and he responded to questions from Council as follows:

- Clarification that this is just a tree application for the infrastructure and there could be a future request for the site

Mayor Hayden opened the Public Hearing at 6:50 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 6:50 p.m.

Councilmember Bryan Webb moved to approve an application for a tree removal permit for two (2) specimen trees on property proposed for development as Rocky Hill Farms. The property is generally located north of Cross Timbers Road and east of Lighthouse Drive. Councilmember Forest seconded the motion.

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

12. Public Hearing to consider a request for a Master Plan Amendment (MPA18-0001 – Silveron Boulevard Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, for the section of Silveron Boulevard from approximately 400 feet northeast of Long Prairie Road (FM 2499) to approximately 500 feet northeast of the Tarrant/Denton County Line, and to consider adopting an ordinance providing for said amendment. (The Transportation Commission recommended denial by a vote of 6 to 0 at their February 13, 2018, meeting) (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its March 12, 2018, meeting.)

Staff Presentation

Mr. Hotelling gave a presentation identifying or noting:

- Overview of presentation
- Location
- Summary of request (pedestrian friendly designs)

- Traffic Impact Analysis (TIA)
- TIA Results/SMARTGrowth
- TRC and Planning & Zoning Commission recommendation
- Staff recommendation options

and he, Mr. Dalton, or Mr. Meredith responded to questions from Council as follows:

- What were the concerns the Transportation and Planning and Zoning Commission members expressed that may have resulted in it not passing
- Is there any back up to understand where the trip analysis came from in the trip TIA
- If a light was installed there today do you anticipate more trips will be generated
- Is there a map that shows the 400/500 feet at Long Prairie
- Is there a drawing that shows what the angles for either parallel or angle parking are to understand distances and ratios
- In the Development Agreement with The Point, how is this being paid for
- Would the property to the south have a proportional share at some point
- For the “Yu” property, what type of uses are they bringing forward for this area
- If Council doesn't do anything, how does that impact The Point
- What is the timing within the Development Agreement as it relates to The Point

Mayor Hayden opened the Public Hearing at 6:50 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Megan Smith, 3889 Maple Ave, Dallas, TX (with Trammel Crow Residential and responsible for the multifamily within The Point development project) and their preference of parallel parking along Silveron*	Jim Engel, 5510 Bayberry	
Chris Hipps, 5310 Harvest Hill Rd, Dallas*	Paul Stone, 4100 Broadway	
	Steve Dixon, 4604 Wisdom Creek Ct	

*Ms. Smith and Mr. Hipps responded to questions from Council regarding the impact or need for any parking changes as it relates to the proposed future developments in this area.

Jim Wells, 16180 Dallas Pkwy, Dallas (who represents the owner of the “Yu” property) responded to questions from Council as follows:

- Anticipated square footage for their development
- How does their development relate to Silveron
- Whether they were in favor of angled or parallel parking

Mayor Hayden closed the Public Hearing at 7:04 p.m.

Council Discussion

There was Council discussion regarding:

- How once a traffic light is installed, whether people will be using this as an access point
- How the goal is to create a sense of place with walkability and crossing streets (and two lanes is easier than four)
- Questions regarding parameters that went into the matrix for the trip count
- How the change would be on the Town's dime, and more information is needed
- How initially the hope was that Council would be presented with a layout to show different options
- Background information that led to this being an agenda item
- Possibly get more information, such as refining the traffic studies, get better definitions and closer trip count ranges to base decisions on, and then take it back through the board process
- Is the goal to promote commercial or residential
- How there are better ways to access the Lakeside District than Silveron
- How we don't know the impact on the current businesses in this area
- How there is too much missing information on this item to move forward
- How it's a vision problem and we're not seeing things clearly, such as the grand plan for the road, how it's going to be paid for, what's the purpose, etc., and to hear that The Point development doesn't even need the parking to get people to the retail, why is there a need for parking at all if it's just for apartments
- How it's not about creating parking, it's about creating the synergy between commercial and residential and more about creating a sense of place
- How if its postponed and goes back to the boards they need to have maps, as well as an understanding between the cost differences of parallel versus angle
- Interest in understanding more about what is going to happen at the "Yu" property to clarify the importance
- Better breakdown of the numbers that goes into the model for the LOS

Deputy Mayor Pro Tem Bryant moved to postpone to a date uncertain a Master Plan Amendment (MPA18-0001 – Silveron Boulevard Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, for the section of Silveron Boulevard from approximately 400 feet northeast of Long Prairie Road (FM 2499) to approximately 500 feet northeast of the Tarrant/Denton County Line, and with an update on any progress to be provided by staff on or before August 20, 2018. Councilmember Bryan Webb seconded the motion.

VOTE ON MOTION:

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

NAYS: NONE

Motion passed (to postpone)

13. Consider an adoption of a resolution to become a partner with the North Texas Airbag Recall Coalition to disseminate information to the community. (Transportation Commission recommended 6 to 0 to become a partner at the January 9, 2018, meeting.)

Staff Presentation

Mr. Hoteling provided background information on the item and introduced Mr. Benson.

Applicant Presentation

Ken Benson, coordinator of the North Texas Airbag Coalition, gave a presentation identifying or noting:

- Background information about the coalition
- Public safety issue
- Airbag inflator schematic
- Defective airbags and cars at risk
- Outreach efforts and area partnerships
- License plate check and how to identify a vehicle that is at risk

and he responded to questions from Council regarding:

- Data security concerns
- Funding source
- Why is there a need to go to their website when there are other sources for similar information
- Activities to consider relative to how the Town can get involved

Council Discussion

- At the request of Mayor Hayden, Mayor Pro Tem McDaniel recited the proposed Resolution in its entirety
- Concerns about promoting a vendor (non-government) site when there is an existing government site that is already doing the same service
- Is the organization profit motivated

Deputy Mayor Pro Tem Bryant moved to approve a resolution to become a partner with the North Texas Airbag Recall Coalition to disseminate information to the community. Mayor Pro Tem McDaniel seconded the motion.

RESOLUTION NO. 07-18

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND,
TEXAS, BECOMING A PARTNER WITH THE NORTH TEXAS AIRBAG RECALL
COALITION.**

VOTE ON MOTION:

AYES: FOREST, J WEBB, BRYANT, MCDANIEL

NAYS: NONE

ABSTAIN(RECUSED): B WEBB

Motion passed

14. Consider approval of the award of Bid No. 2018-33-B to Fort Worth Civil Constructors, LLC, for phase one of the Lift Station Improvements and Decommissioning project, in the amount of \$1,492,656.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Wallace or Ms. Bruce provided background, as well as the purpose of this item.

Mayor Pro Tem McDaniel moved to approve the award of Bid No. 2018-33-B to Fort Worth Civil Constructors, LLC, for phase one of the Lift Station Improvements and Decommissioning project, in the amount of \$1,492,656.00; 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: B WEBB, MCDANIEL, BRYANT, J WEBB, FOREST

NAYS: NONE

**K. BOARDS/COMMISSIONS
(Executive Conference Room)**

Discuss and consider resignations, appointments, or evaluations 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.

L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:00 p.m. on March 19, 2018, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 8:24 p.m. on March 19, 2018, to take action on the items as follows:

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

No action taken

- 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 and/or other municipal purposes and all matters incident and related thereto.

No action taken

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 8:25 p.m. on Monday, March 19, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: April 2, 2018

FROM: Gary Bertagnolli, IT Director

ITEM: Consider approval to renew the Town's three year Enterprise Enrollment Agreement with Microsoft to provide the town with licensing for Office 365, Servers, SharePoint, Advanced Threat Protection and Desktop Operating Systems, from Software One, with first year subscription in the amount of \$176,462.49.

BACKGROUND INFORMATION: On January 15, 2015, the Town Council approved a three year Enterprise Enrollment Agreement with Microsoft to provide the town with licensing, software and upgrades for Microsoft Office, Server, Sharepoint and Desktop operating systems. This agreement is a renewal for an additional three years for the same items, as well as the addition of Advanced Threat Protection.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$176,462.49

Proposed Expenditure:

\$176,462.49

Account Number(s):

565-270-84510-2020

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

ATTACHMENTS:

1. Software One quote
2. Enterprise Enrollment agreement
3. Signature form

DRAFT MOTION: Move to approve the renewal of a three year Enterprise Enrollment Agreement with Microsoft to provide the town with licensing for Office 365, Servers, SharePoint, Advanced Threat Protection and Desktop Operating Systems, from Software One.

SoftwareOne - software quote				
Quoted by Aaron Liggitt, SoftwareOne 20875 Crossroads Circle, Suite 1, Waukesha, WI 53186				
Phone 916-735-3942 aaron.liggitt@softwareone.com				
Please fax your POs to Client Assistance Center at 800-366-9994. You may call 800-400-9852, option 2, to check status on orders.				
Quoted to:		Town of Flower Mound		
Date 2/21/18		BUDGETARY annual price to renew EA agreement 6526968 (through 3/31/18).		
Important: Please provide the email address of the recipient designated to receive a SoftwareONE"order confirmation"				
Quantity	Part #	Description	Unit Price	Ext. Price
Enterprise Products				
500	AAA-12416	CoreCALBridgeO365FromSA ALNG SubsVL MVL PerUsr	\$ 15.60	\$ 7,800.00
130	AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	\$ 17.40	\$ 2,262.00
487	AAA-11924	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	\$ 168.12	\$ 81,874.44
143	AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 204.72	\$ 29,274.96
487	AAA-10777	WinE3perUserFromSAALNG SubsVL MVL Pltfrm PerUsr	\$ 47.52	\$ 23,142.24
143	AAA-10787	WinE3perUser ALNG SubsVL MVL PerUsr	\$ 56.76	\$ 8,116.68
Additional Products				
630	3GU-00001	O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 18.84	\$ 11,869.20
5	228-04433	SQLSvrStd ALNG SA MVL	\$ 145.03	\$ 725.15
10	359-00961	SQLCAL ALNG SA MVL UsrCAL	\$ 33.79	\$ 337.90
3	P3U-00001	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$ 134.52	\$ 403.56
2	6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	\$ 16.48	\$ 32.96
66	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	\$ 125.25	\$ 8,266.50
130	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	\$ 18.13	\$ 2,356.90
Product-total				\$ 176,462.49
Sub-Total				\$ 176,462.49
Tax		Electronic Software Delivery - non-taxable		\$ -
Shipping				No Charge
Total		Your ANNUAL EA Price (on a 3-year EA contract)		\$ 176,462.49
Prices good for 30 days		total of 3 years of payments = \$ 529,387.47		
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party hardware and software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.				



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

51292472

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

6526968

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.**
- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Flower Mound

Contact name* First Gary **Last** Bertagnolli

Contact email address* gary.bertagnolli@flower-mound.com

Street address* 2121 Cross Timbers Road

City* Flower Mound

State/Province* TX

Postal code* 75028-2602-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 972-874-6051

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Gary Last Bertagnolli

Contact email address* gary.bertagnolli@flower-mound.com

Street address* 2121 Cross Timbers Road

City* Flower Mound

State/Province* TX

Postal code* 75028-2602-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 972-874-6051

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Gary Last Bertagnolli

Contact email address* gary.bertagnolli@flower-mound.com

Phone* 972-874-6051

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.

Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1

City* Waukesha

State/Province* WI

Postal code* 53186-4093

Country* United States

Contact name* MS* Admin

Phone* 262-317-5555

Contact email address* ms-admin.us@softwareone.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

01E73535

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0706166.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Flower Mound Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ (date Microsoft Affiliate countersigns)
Agreement Effective Date _____ (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 2, 2018

FROM: Doug Stevens, Assistant Director of Public Works

ITEM: Consider approval of the award of Bid No. 2018-50-A Miscellaneous Concrete Replacement Services to F&F Concrete, LLC and Apex Concrete Construction and to establish an annual unit bid price contract for the installation of miscellaneous concrete projects in an annual estimated amount of \$475,000.00; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.

BACKGROUND INFORMATION: This item is to approve the award of Bid No. 2018-50-A Miscellaneous Concrete Replacement Services. As a result of the booming economy in the Dallas Fort-Worth area and the difficulty keeping concrete contractors available to accomplish the goal of first rate infrastructure concrete pavement repairs and replacement, Public Works is asking for approval of award of a one-year contract, with four (4) one-year optional renewals to the following multiple contractors:

F&F Concrete, LLC
2416 Chandler Drive
Rowlett, TX 75088

Apex Concrete Construction Inc.
1080 Katy Road
Keller, TX 76244

This contract will allow for the purchase of necessary supplies and services used by the Street Services Division for the maintenance and repair of miscellaneous concrete projects. Services will be ordered on an as-needed basis. The Town received three bids and is recommending award to the two overall lowest bidders, F&F Concrete, LLC. And Apex Concrete Construction.

F&F Concrete, LLC and Apex Concrete Construction, Inc. have both been the awarded vendor on previous contracts. F&F Concrete, LLC is currently providing miscellaneous concrete replacement services to the Town and Apex Concrete Construction is providing utility cut repairs, park improvements and sidewalk installation services to the Town.

Expenditures for the remainder of the FY2017-18 are estimated to be approximately \$350,000.00. Annual renewals would include an anticipated total of \$475,000.00 per fiscal year.

ALTERNATIVES/OPTIONS: Approve or deny.

FISCAL IMPACT: Estimated \$350,000.00 (1st year); \$475,000.00 (years 2-5)

Proposed First Year Expenditure:	Account Number(s):
\$250,000.00 Remaining FY2017-18	100-690-92240-4303
\$100,000.00 Remaining FY2017-18	531-220-70050-6160
Proposed Year 2-5 Expenditure:	Account Number(s):
Estimated \$375,000.00	100-690-92240-4303
Estimated \$100,000.00	531-220-70050-6160

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

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

ATTACHMENTS:

1. Bid Tabulation
2. Contract – F& F Concrete, LLC
3. Contract – Apex Concrete Construction

DRAFT MOTION: Move to approve the award of Bid No. 2018-50-A Miscellaneous Concrete Replacement Services to F&F Concrete, LLC and Apex Concrete Construction and to establish an annual unit bid price contract for the installation of miscellaneous concrete projects in an annual estimated amount of \$475,000.00; and authorize the Mayor to execute same on behalf of the Town. The contract is for one-year with four one-year renewal options.



Town of Flower Mound Purchasing & General Services

Bid Tabulation Bid No: 2018-50-A Miscellaneous Concrete Replacement Services Bids Due: 02/20/2018 at 11:00AM			F&F Concrete, LLC	Apex Concrete Construction	SAZ Infrastructure
Item	Description	Unit of Issue	Unit Price	Unit Price	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$ 27.00	\$ 29.25	\$ 34.00
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$ 26.50	\$ 27.00	\$ 32.00
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$ 26.00	\$ 27.00	\$ 30.00
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$ 25.50	\$ 22.50	\$ 29.00
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 67.50	\$ 66.15	\$ 95.00
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 67.00	\$ 65.25	\$ 90.00
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 66.50	\$ 61.20	\$ 88.00
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$ 66.00	\$ 61.20	\$ 85.00
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 74.25	\$ 80.55	\$ 110.00
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 73.75	\$ 77.40	\$ 101.00
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 73.25	\$ 77.40	\$ 95.00
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$ 73.00	\$ 72.00	\$ 92.50
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$ 20.25	\$ 27.00	\$ 28.00
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$ 49.50	\$ 54.00	\$ 99.00
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 2.75	\$ 2.50	\$ 15.00
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 2.50	\$ 2.50	\$ 13.00
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 2.25	\$ 2.50	\$ 12.50
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$ 2.25	\$ 2.25	\$ 12.00
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 9.00	\$ 22.00	\$ 18.00
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 8.50	\$ 22.00	\$ 17.00
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 8.00	\$ 20.00	\$ 16.50
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$ 8.00	\$ 20.00	\$ 16.00
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$ 63.00	\$ 66.15	\$ 101.00
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$ 63.00	\$ 67.50	\$ 115.00
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 7.50	\$ 3.25	\$ 34.00
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.00	\$ 3.25	\$ 33.00
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 27.50	\$ 35.00	\$ 36.00
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 27.00	\$ 32.00	\$ 34.00
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 8.00	\$ 3.25	\$ 38.00
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.50	\$ 3.25	\$ 36.00
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 33.00	\$ 35.00	\$ 40.00
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.50	\$ 32.00	\$ 39.00
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 8.00	\$ 3.50	\$ 40.00
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.50	\$ 3.50	\$ 38.00
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 33.00	\$ 35.00	\$ 42.00
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.50	\$ 35.00	\$ 41.00
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 7.50	\$ 3.50	\$ 36.00
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 7.00	\$ 3.25	\$ 34.00
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 27.50	\$ 32.00	\$ 38.00
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 27.00	\$ 32.00	\$ 36.00
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$ 92.40	\$ 25.00	\$ 40.00
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$ 75.00	\$ 10.00	\$ 26.50
43	5"-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 126.00	\$ 85.50	\$ 45.00

44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 135.00	\$ 94.50	\$ 64.00
45	Remove HMAC and Sub Base Material	CY	\$ 35.00	\$ 25.00	\$ 35.00
46	Saw Cut Full Depth Asphalt	LF	\$ 4.00	\$ 3.50	\$ 4.75
47	Saw Cut Full Depth Concrete Pavement	LF	\$ 5.00	\$ 6.00	\$ 5.50
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$ 4.00	\$ 4.50	\$ 4.00
49	Install Sod, 1"-2" Bermuda	SY	\$ 15.00	\$ 20.00	\$ 12.00
50	Install Sod, 1"-2" St. Augustine	SY	\$ 16.00	\$ 25.00	\$ 12.00
51	Unclassified Excavation, 0-50 CY	CY	\$ 35.00	\$ 25.00	\$ 50.00
52	Unclassified Excavation, 51-100 CY	CY	\$ 34.50	\$ 22.50	\$ 45.00
53	Unclassified Excavation, 101+ CY	CY	\$ 34.00	\$ 20.00	\$ 42.00
54	3' x 3' Type A Junction Box	EA	\$ 1,200.00	\$ 2,000.00	\$ 950.00
55	4' x 4' Type A Junction Box	EA	\$ 3,220.00	\$ 2,250.00	\$ 1,100.00
56	5' x 5' Type A Junction Box	EA	\$ 3,700.00	\$ 2,500.00	\$ 1,300.00
57	6' x 6' Type A Junction Box	EA	\$ 4,000.00	\$ 2,700.00	\$ 1,500.00
58	7' x 7' Type A Junction Box	EA	\$ 4,500.00	\$ 3,000.00	\$ 1,900.00
59	4' x 4' Type B Junction Box	EA	\$ 3,000.00	\$ 2,250.00	\$ 1,250.00
60	5' x 5' Type B Junction Box	EA	\$ 3,500.00	\$ 2,500.00	\$ 1,450.00
61	6' x 6' Type B Junction Box	EA	\$ 3,000.00	\$ 2,700.00	\$ 2,100.00
62	7' x 7' Type B Junction Box	EA	\$ 3,500.00	\$ 3,200.00	\$ 2,500.00
63	18" Type A Headwall, Complete in Place	EA	\$ 950.00	\$ 700.00	\$ 950.00
64	18" Type B Headwall, Complete in Place	EA	\$ 950.00	\$ 825.00	\$ 950.00
65	18" Type C Headwall, Complete in Place	EA	\$ 600.00	\$ 900.00	\$ 1,000.00
66	21" Type A Headwall, Complete in Place	EA	\$ 1,100.00	\$ 700.00	\$ 1,100.00
67	21" Type B Headwall, Complete in Place	EA	\$ 1,100.00	\$ 825.00	\$ 1,150.00
68	21" Type C Headwall, Complete in Place	EA	\$ 700.00	\$ 900.00	\$ 1,200.00
69	24" Type A Headwall, Complete in Place	EA	\$ 1,200.00	\$ 700.00	\$ 1,700.00
70	24" Type B Headwall, Complete in Place	EA	\$ 1,200.00	\$ 825.00	\$ 1,750.00
71	24" Type C Headwall, Complete in Place	EA	\$ 800.00	\$ 900.00	\$ 1,800.00
72	27" Type A Headwall, Complete in Place	EA	\$ 1,425.00	\$ 850.00	\$ 2,200.00
73	27" Type B Headwall, Complete in Place	EA	\$ 1,425.00	\$ 900.00	\$ 2,300.00
74	27" Type C Headwall, Complete in Place	EA	\$ 900.00	\$ 1,050.00	\$ 2,500.00
75	30" Type A Headwall, Complete in Place	EA	\$ 1,500.00	\$ 850.00	\$ 2,650.00
76	30" Type B Headwall, Complete in Place	EA	\$ 1,500.00	\$ 900.00	\$ 2,700.00
77	30" Type C Headwall, Complete in Place	EA	\$ 1,000.00	\$ 1,050.00	\$ 2,700.00
78	33" Type A Headwall, Complete in Place	EA	\$ 1,800.00	\$ 850.00	\$ 2,800.00
79	33" Type B Headwall, Complete in Place	EA	\$ 1,800.00	\$ 900.00	\$ 2,850.00
81	33" Type C Headwall, Complete in Place	EA	\$ 1,000.00	\$ 1,050.00	\$ 2,900.00
82	36" Type A Headwall, Complete in Place	EA	\$ 2,024.00	\$ 1,000.00	\$ 3,000.00
83	36" Type B Headwall, Complete in Place	EA	\$ 2,024.00	\$ 1,200.00	\$ 3,100.00
84	36" Type C Headwall, Complete in Place	EA	\$ 1,750.00	\$ 1,350.00	\$ 3,150.00
85	39" Type A Headwall, Complete in Place	EA	\$ 2,000.00	\$ 1,000.00	\$ 3,350.00
86	39" Type B Headwall, Complete in Place	EA	\$ 2,000.00	\$ 1,200.00	\$ 3,400.00
87	39" Type C Headwall, Complete in Place	EA	\$ 950.00	\$ 1,350.00	\$ 3,500.00
88	42" Type A Headwall, Complete in Place	EA	\$ 2,225.00	\$ 1,000.00	\$ 3,900.00
89	42" Type B Headwall, Complete in Place	EA	\$ 2,200.00	\$ 1,200.00	\$ 3,950.00
90	42" Type C Headwall, Complete in Place	EA	\$ 2,000.00	\$ 1,350.00	\$ 4,000.00
91	45" Type A Headwall, Complete in Place	EA	\$ 1,800.00	\$ 1,000.00	\$ 4,250.00
92	45" Type B Headwall, Complete in Place	EA	\$ 2,350.00	\$ 1,200.00	\$ 4,300.00
93	45" Type C Headwall, Complete in Place	EA	\$ 1,950.00	\$ 1,350.00	\$ 4,400.00
94	48" Type A Headwall, Complete in Place	EA	\$ 3,000.00	\$ 1,100.00	\$ 4,600.00
95	48" Type B Headwall, Complete in Place	EA	\$ 2,800.00	\$ 1,300.00	\$ 4,700.00
96	48" Type C Headwall, Complete in Place	EA	\$ 2,150.00	\$ 1,500.00	\$ 4,800.00
97	51" Type A Headwall, Complete in Place	EA	\$ 3,000.00	\$ 1,500.00	\$ 5,000.00
98	51" Type B Headwall, Complete in Place	EA	\$ 1,950.00	\$ 1,700.00	\$ 5,200.00
99	51" Type C Headwall, Complete in Place	EA	\$ 1,800.00	\$ 1,900.00	\$ 5,250.00
100	54" Type A Headwall, Complete in Place	EA	\$ 4,000.00	\$ 1,500.00	\$ 5,500.00
101	54" Type B Headwall, Complete in Place	EA	\$ 3,000.00	\$ 1,700.00	\$ 5,750.00
102	54" Type C Headwall, Complete in Place	EA	\$ 1,800.00	\$ 1,900.00	\$ 5,750.00
103	60" Type A Headwall, Complete in Place	EA	\$ 4,000.00	\$ 1,500.00	\$ 5,800.00
104	60" Type B Headwall, Complete in Place	EA	\$ 3,950.00	\$ 1,700.00	\$ 5,800.00
105	60" Type C Headwall, Complete in Place	EA	\$ 2,000.00	\$ 1,900.00	\$ 5,850.00
106	66" Type A Headwall, Complete in Place	EA	\$ 4,261.00	\$ 1,500.00	\$ 6,000.00
107	66" Type B Headwall, Complete in Place	EA	\$ 3,950.00	\$ 1,700.00	\$ 6,150.00
108	66" Type C Headwall, Complete in Place	EA	\$ 2,000.00	\$ 2,000.00	\$ 6,250.00

109	72" Type A Headwall, Complete in Place	EA	\$ 4,500.00	\$ 1,600.00	\$ 6,800.00
110	72" Type B Headwall, Complete in Place	EA	\$ 3,800.00	\$ 1,800.00	\$ 6,950.00
111	72" Type C Headwall, Complete in Place	EA	\$ 3,000.00	\$ 1,900.00	\$ 7,150.00
112	Remove Single Barrier Free Ramp	EA	\$ 150.00	\$ 450.00	\$ 750.00
113	Remove Double Barrier Free Ramp & Landing	EA	\$ 250.00	\$ 650.00	\$ 950.00
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$ 1,200.00	\$ 1,225.00	\$ 1,850.00
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$ 1,500.00	\$ 1,375.00	\$ 1,950.00
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$ 1,500.00	\$ 1,650.00	\$ 2,500.00
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$ 1,300.00	\$ 1,650.00	\$ 1,800.00
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$ 1,800.00	\$ 1,225.00	\$ 2,800.00
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$ 1,700.00	\$ 1,225.00	\$ 2,600.00

**TOWN OF FLOWER MOUND
CONTRACT WITH F&F CONCRETE, LLC FOR SERVICES
BID NO. 2018-50-A**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and F&F Concrete, LLC ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Miscellaneous Concrete Replacement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to an additional four (4) twelve (12) month periods at the Town's sole option, if written notice of the intent to renew is provided to the Contractor not less than sixty (60) days prior to the termination date of the initial contract period or then current extension.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town.

Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A, Insurance Requirements. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all

solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS.** The Contractor shall procure and pay for a good and sufficient performance bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents,

including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound. The Contractor shall also procure and pay for a maintenance bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. The Contractor shall also procure and pay for a good and sufficient payment bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

23. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: Francisco Fabian
Title: Member
Company Name: F & F Concrete, LLC
Address: 2416 Chandler Dr.
City, State, Zip: Rowlett, TX 75088

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the

addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
27. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

F&F CONCRETE, LLC

TOWN OF FLOWER MOUND, TEXAS

By: Francisco Fabian
Name: Francisco Fabian
Title: Member

By: _____
Thomas E. Hayden
Mayor

Date: 3-21-18

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

F&F Concrete, LLC
Rowlett, TX United States

Certificate Number:
2018-328817

Date Filed:
03/21/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Flower Mound

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2018-50-A
Miscellaneous Concrete Replacement Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	F&F Concrete, LLC	Rowlett, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Francisco Fabian, and my date of birth is 3-4-65

My address is 1222 Montclair Dr. Garland TX 75040 Dallas
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 21st day of March, 20 17.
(month) (year)

Francisco Fabian

Signature of authorized agent of contracting business entity
(Declarant)



Purchasing & General Services

Addendum No. 4

Issued February 15, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/20/2018 @ 11:00AM (CT)

Addendum No. 4 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

General Questions and Clarifications

Q: The bid says that this contract is for one year with four one-year options. Will the prices we bid today be the same for the next 5 years? I guess what I am asking is if we need to adjust our unit prices for possible inflation on materials and labor so we are covered if the Town chooses to go 5 years on the same contract.

A: Please refer to Section 39 of the Contract Terms and Conditions in the Bid Packet which state:

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

Q: Is there a minimum amount of work order the Town will provide to the contractor? (i.e. \$10,000 worth of work at a time.)

A: No, the Town will issue purchase orders as needs arise; but there is not a guarantee of a minimum amount of work at a time.

Q: Several questions were received relative to the bonds asking for a dollar amount of the Payment and Performance Bond.

A: Section IV for bonds has been revised. Please replace Section IV of the original page 10 with the revisions on the next page. The amount of the bid bond will be for the purchase order amount instead of estimated contract amount. At time of order, the vendor will provide a quote for requested work along with the required bonding.

Q: How long will a maintenance bond be required for each project?

A: Please replace Section IV of the original page 10 with the revisions on the next page. The maintenance bond requirement changed from 2 Years after completion of work to 1 Year after completion of work.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.



Purchasing & General Services

Addendum No. 3

Issued February 12, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00AM (CT)

Addendum #3 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

Changes

The project Questions Deadline and Bid Due date have changed as follows:

The project **Questions Deadline has been extended to 2/15/2018 at 11:00 a.m.** All questions must be submitted in writing to Sabrina Zadow, Purchasing Manager via email address sabrina.zadow@flower-mound.com. Questions will not be answered over the phone.

The project **Bid Due date has changed to 2/20/2018 at 11.00 a.m.**

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Bid Certification Form of your Proposal (page 20 of the bid packet).

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 2

Issued February 9, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Please replace Addendum #1 with this Addendum #2 as I accidentally issued the wrong bid document for Addendum #1. Please acknowledge both Addendums on your bid submittal.

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 1

Issued February 8, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services Competitive Sealed Bid

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Questions Deadline:	2/7/2018 @ 12:00PM
Due Date and Time:	2/13/2018 @ 11:00AM

Sealed bids for the materials or services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) original bid and one (1) copy of bid in hard copy only, in a sealed envelope to the address listed below.

Delivery and Mailing Address:

**Town of Flower Mound
Attn.: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028**

Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:	Sabrina R. Zadow, Purchasing Manager (972) 874-6007 sabrina.zadow@flower-mound.com
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The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the bid and will be returned unopened. Responses will be publicly opened and read aloud on the bid due date and time at the Town of Flower Mound, Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas, 75028.

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PROCUREMENTS**

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, www.ionwave.net and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/proper to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

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

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.

13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

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

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

19. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and www.ionwave.net. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and services in the non-resident bidder's state.
23. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.

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

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

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

26. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.

27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon Town approval, with four (4) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.

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

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

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

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

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

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

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

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

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

37. **AUDIT:** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE:** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
42. **PATENT RIGHTS:** Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.
- The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
46. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

Town of Flower Mound
Bid No. 2018-50-A
Miscellaneous Concrete Replacement Services

I. General Information

The Town of Flower Mound is soliciting bids for miscellaneous concrete replacement services to be performed within the Town of Flower Mound as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one (1) year, with four (4) optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsible and responsive bidder meeting specifications. The estimated annual expenditure for this service is \$475,000.00. Orders will be placed on an as needed basis as determined by the Town.

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

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

II. Technical Specifications for Concrete Materials and Services

The intent of these specifications is to describe the various materials and services that the Town of Flower Mound Street Services Division may require. The latest version(s) or editions(s) of the Town of Flower Mound Design Criteria and Construction Standards, the North Central Texas Standard Specifications for Public Works Construction the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges will be considered as incorporated into these specifications by reference.

MATERIALS

1. Sand

Sand shall consist of clean, hard, durable grains, free of lumps and organic material. All particles must pass a No. 8 sieve.

2. Crushed Rock Aggregate

The aggregate shall consist of durable particles of crushed stone, free from frozen material or injurious amounts of salt, alkali, vegetable matter or other material

either free or as adherent coating, and its quality shall be reasonably uniform throughout. It shall have a wear of not more than 40 percent when tested in accordance with TXDOT Test Method Tex-410-A.

When tested by standard laboratory methods, crushed rock shall meet the following requirements for percentage by weight:

a. Fine Crushed Rock – Aggregate Grade 8

Retained on the ½ in sieve	0%
Retained on the 3/8 in sieve	0 to 5%
Retained on the No. 4 sieve	35 to 60%
Retained on the No. 8 sieve	90 to 100%

b. Standard Crushed Rock – Aggregate Grade 4

Retained on the 1½ in sieve	0%
Retained on the 1 in sieve	0 to 5%
Retained on the ½ in sieve	40 to 75%
Retained on the No. 4 sieve	90 to 100%
Retained on the No. 8 sieve	95 to 100%

c. Course Crushed Rock

Passing the 1½ in sieve	100%
Retained on the ¾ in sieve	100%

d. Rock for Foundation

Passing the 5 in sieve	100%
Retained on the 2 in sieve	100%

e. Class “A” Embedment

The embedment consists of a Type “B” concrete cradle and a cap of select material or granular material.

3. Backfill

a. Types “B” and “C”

1) General. Type “B” backfill is imported sandy gravel material. Type “C” backfill is native material from trench excavation.

2) Tests. The liquid limit shall not exceed 35 when tested in accordance with ASTM Designation D 423. The plasticity limit shall not exceed 12 when tested in accordance with ASTM Designation D 424.

3) Gradation. Percent of rock volume allowed is 50%. Percent of maximum allowable dimension of rock to total backfill volume is 3%. Greatest dimension of rock allowed in trenches 4 ft. or less in width is 3 in. and in trenches greater than 4 ft. in width, 6 in. Percent of backfill by volume, of clay lumps is 25%. Largest dimension of clay lumps is 6 in. for trenches 4 ft. or less in width and 10 in. for trenches greater than 4 ft. in width.

- 4) Flowable Backfill. Flowable backfill shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days. Any material used shall be primarily granular, with a plasticity index <12 and with 100% passing a 3/4 in. sieve. The flowable mixture must be allowed to set prior to the placement of any overlying material.

4. Flexible Base (Crushed Stone)

- a. General. The item shall consist of a foundation course for a surface course or other base courses.
- b. Tests. The soil binder shall meet the following requirements:

The liquid limit shall not exceed 40 when tested in accordance with ASTM Designation D423. The plasticity limit shall be between 4 and 12 when tested in accordance with ASTM Designation D 424. The preparation of samples for testing shall be in accordance with ASTM Designation D 2217. Material retained on the No. 4 sieve shall have a percent wear of not more than 45 when tested in accordance with ASTM Designation C 131. The material when tested under The Wet Ball for Determining the Disintegration of Flexible Base Materials, TXDOT Test Method Tex-116-E, shall not develop more than 50 percent soil binder.

- c. Gradation. The material shall be obtained from approved sources, shall consist of durable particles of stone mixed with approved binding material and shall meet the following requirements:

Passing 1-3/4 in sieve	100%	
Passing No. 4 sieve	35 to 55%	(know as binder) Passing
No. 40 sieve	15 to 40%	(know as soil binder)

5. Reinforced Concrete

- a. Description. This item consist of finished concrete pavement, sidewalks, flumes, headwalls, retaining walls trails, handicap ramps and curbs of Portland cement concrete on a prepared subbase to the lines and grades as shown on the plans and grading plan prepared by the Contractor.
- b. Construction Method. All concrete shall be prepared, placed, and finished in Conformance with the NCTCOG Standard Specifications for Public Works Construction, Items 303 and 702 unless specifically noted below.
- c. Requirements. Concrete shall meet the following requirements:
 - 1) Concrete for pavement shall be Class P1, minimum 6 bag of cement per cubic yard, minimum compressive strength at 28 days shall be 4,200 psi, maximum water cement ratio of 0.49 (gallons per sack), coarse aggregate, per Table 303.2.1.3.2.(a), maximum slump of 4-inches (slip formed) and 5-inches (hand formed).

- 2) Concrete for 4" thick sidewalks shall be Class A, Minimum 5.0 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,000 psi, Maximum water cement ratio of 0.58 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 3) Concrete for 5.5" thick sidewalks, trail connector, trail header and curb ramps shall be Class C, Minimum 6 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,600 psi, Maximum water cement ratio of 0.53 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 4) Concrete for retaining wall and retaining wall components shall be in accordance with TxDOT Item 421.
- 5) Reinforcing steel for concrete pavement, curbs and gutters shall be No. 4 bars on 18-inch center, both ways. Reinforcing steel for other concrete pavements including sidewalks, trails, curb ramps, flumes and headwall structures shall meet the Towns Construction Standard of No. 3 bars at 18-inch center, both ways.
- 6) Traffic shall not be routed on new vehicular concrete pavement until it has attained 80% of its compressive strength and is authorized by the Engineer.
- 7) Vehicular construction traffic shall be prohibited from traveling on any sidewalk or trail connector pavement.

B. Construction Specifications

The specifications for construction are found in Chapter 2 through Chapter 8, North Central Texas Standard Specifications for Public Works Construction, latest version.

III. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.

V. Questions Deadline

The Town of Flower Mound requires that all questions relating to this bid be directed via email to Sabrina Zadow, Purchasing Manager, at sabrina.zadow@flower-mound.com by **12:00pm on February 7, 2018**. **No questions will be answered over the phone.** Questions will only be accepted until the stated deadline.

VI. Submittals

In order for your bid to be considered responsive, the following information should be submitted with your bid in the following order:

A. Bid Pricing Worksheet (Attachment A)

B. References

Bidder should provide a minimum of three (3) current references for same or similar services as described in this bid document. Please provide the following information for each reference provided on the References Worksheet (Attachment B):

1. Company Name
2. Contact Name
3. Contact Phone Number
4. Effective Dates
5. Description of Services

C. Additional Forms

1. Proof of Insurance
2. Bid Certification Form

D. Bid Bond

ATTACHMENT A TOWN OF

FLOWER MOUND

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES

BID NO. 2018-50-A

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$

Exhibit A

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$
43	5"-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative		
45	Remove HMAC and Sub Base Material	CY	\$
46	Saw Cut Full Depth Asphalt	LF	\$
47	Saw Cut Full Depth Concrete Pavement	LF	\$
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$
49	Install Sod, 1"-2" Bermuda	SY	\$
50	Install Sod, 1"-2" St. Augustine	SY	\$
51	Unclassified Excavation, 0-50 CY	CY	\$
52	Unclassified Excavation, 51-100 CY	CY	\$
53	Unclassified Excavation, 101+ CY	CY	\$
54	3' x 3' Type A Junction Box	EA	\$
55	4' x 4' Type A Junction Box	EA	\$
56	5' x 5' Type A Junction Box	EA	\$
57	6' x 6' Type A Junction Box	EA	\$
58	7' x 7' Type A Junction Box	EA	\$
59	4' x 4' Type B Junction Box	EA	\$
60	5' x 5' Type B Junction Box	EA	\$
61	6' x 6' Type B Junction Box	EA	\$
62	7' x 7' Type B Junction Box	EA	\$
63	18" Type A Headwall, Complete in Place	EA	\$
64	18" Type B Headwall, Complete in Place	EA	\$
65	18" Type C Headwall, Complete in Place	EA	\$
66	21" Type A Headwall, Complete in Place	EA	\$
67	21" Type B Headwall, Complete in Place	EA	\$
68	21" Type C Headwall, Complete in Place	EA	\$
69	24" Type A Headwall, Complete in Place	EA	\$
70	24" Type B Headwall, Complete in Place	EA	\$
71	24" Type C Headwall, Complete in Place	EA	\$
72	27" Type A Headwall, Complete in Place	EA	\$
73	27" Type B Headwall, Complete in Place	EA	\$
74	27" Type C Headwall, Complete in Place	EA	\$
75	30" Type A Headwall, Complete in Place	EA	\$
76	30" Type B Headwall, Complete in Place	EA	\$
77	30" Type C Headwall, Complete in Place	EA	\$
78	33" Type A Headwall, Complete in Place	EA	\$
79	33" Type B Headwall, Complete in Place	EA	\$
81	33" Type C Headwall, Complete in Place	EA	\$
82	36" Type A Headwall, Complete in Place	EA	\$
83	36" Type B Headwall, Complete in Place	EA	\$
84	36" Type C Headwall, Complete in Place	EA	\$
85	39" Type A Headwall, Complete in Place	EA	\$
86	39" Type B Headwall, Complete in Place	EA	\$
87	39" Type C Headwall, Complete in Place	EA	\$
88	42" Type A Headwall, Complete in Place	EA	\$
89	42" Type B Headwall, Complete in Place	EA	\$

Exhibit A

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$
91	45" Type A Headwall, Complete in Place	EA	\$
92	45" Type B Headwall, Complete in Place	EA	\$
93	45" Type C Headwall, Complete in Place	EA	\$
94	48" Type A Headwall, Complete in Place	EA	\$
95	48" Type B Headwall, Complete in Place	EA	\$
96	48" Type C Headwall, Complete in Place	EA	\$
97	51" Type A Headwall, Complete in Place	EA	\$
98	51" Type B Headwall, Complete in Place	EA	\$
99	51" Type C Headwall, Complete in Place	EA	\$
100	54" Type A Headwall, Complete in Place	EA	\$
101	54" Type B Headwall, Complete in Place	EA	\$
102	54" Type C Headwall, Complete in Place	EA	\$
103	60" Type A Headwall, Complete in Place	EA	\$
104	60" Type B Headwall, Complete in Place	EA	\$
105	60" Type C Headwall, Complete in Place	EA	\$
106	66" Type A Headwall, Complete in Place	EA	\$
107	66" Type B Headwall, Complete in Place	EA	\$
108	66" Type C Headwall, Complete in Place	EA	\$
109	72" Type A Headwall, Complete in Place	EA	\$
110	72" Type B Headwall, Complete in Place	EA	\$
111	72" Type C Headwall, Complete in Place	EA	\$
112	Remove Single Barrier Free Ramp	EA	\$
113	Remove Double Barrier Free Ramp & Landing	EA	\$
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$

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

ATTACHMENT B
REFERENCES
WORKSHEET

1. COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____
EFFECTIVE DATES: _____
DESCRIPTION OF SERVICES: _____

2. COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____
EFFECTIVE DATES: _____
DESCRIPTION OF SERVICES: _____

3. COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____
EFFECTIVE DATES: _____
DESCRIPTION OF SERVICES: _____

EXHIBIT A

**INSURANCE REQUIREMENTS
CONSTRUCTION SERVICES**

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Explosion Collapse and Underground (XCU) Coverage.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

Exhibit A

4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

☐ **1 Name of vendor who has a business relationship with local governmental entity.**

☐ **2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

☐ **3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

☐ **4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

☐ **5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

☐ **6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

☐ **7** _____

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

Exhibit A

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

BID CERTIFICATION FORM

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No:

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: _____
Signature Date

Printed Name

Title

Email Address

Email Address

BID CERTIFICATION FORM**Company Information**

The following information must be provided in its entirety for your bid to be considered:

Company Name: F&F Concrete, LLC

Principal Place of Business Address: 2416 Chandler Dr.

Principal Place of Business City, State, Zip: Rowlett, Texas 75088

Principal Place of Business Phone Number: 972-202-9202

Principal Place of Business Fax Number: 469-304-0399

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: 20-5083836

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 F.F.F. Add. No. 2 F.F.F. Add. No. 3 F.F.F. Add. No. 4 F.F.F. Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: Francisco Fabian

Signature

Date

02-19-18

Francisco Fabian

Printed Name

Member

Title

gracie@ffconcretellc.com

Email Address

ATTACHMENT A TOWN OF
FLOWER MOUND
MISCELLANEOUS CONCRETE REPLACEMENT SERVICES
BID NO. 2018-50-A
BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$ 27.00
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$ 26.50
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$ 26.00
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$ 25.50
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 67.50
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 67.00
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 66.50
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$ 66.00
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 74.25
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 73.75
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 73.25
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$ 73.00
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$ 20.25
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$ 49.50
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 2.75
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 2.50
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 2.25
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$ 2.25
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 9.00
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 8.50
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 8.00
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$ 8.00
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$ 63.00
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$ 63.00
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 7.50
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.00
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 27.50
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 27.00
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 8.00
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.50
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 33.00
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.50
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 8.00
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 7.50
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 33.00
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.50
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 7.50
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 7.00
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 27.50
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 27.00
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$ 92.40

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$ 75.00
43	5"-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 126.00
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative		\$135.00
45	Remove HMA and Sub Base Material	CY	\$ 35.00
46	Saw Cut Full Depth Asphalt	LF	\$ 4.00
47	Saw Cut Full Depth Concrete Pavement	LF	\$ 5.00
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$ 4.00
49	Install Sod, 1"-2" Bermuda	SY	\$ 15.00
50	Install Sod, 1"-2" St. Augustine	SY	\$ 16.00
51	Unclassified Excavation, 0-50 CY	CY	\$ 35.00
52	Unclassified Excavation, 51-100 CY	CY	\$ 34.50
53	Unclassified Excavation, 101+ CY	CY	\$ 34.00
54	3' x 3' Type A Junction Box	EA	\$ 1200.00
55	4' x 4' Type A Junction Box	EA	\$ 3220.00
56	5' x 5' Type A Junction Box	EA	\$ 3700.00
57	6' x 6' Type A Junction Box	EA	\$ 4000.00
58	7' x 7' Type A Junction Box	EA	\$ 4500.00
59	4' x 4' Type B Junction Box	EA	\$ 3000.00
60	5' x 5' Type B Junction Box	EA	\$ 3500.00
61	6' x 6' Type B Junction Box	EA	\$ 3000.00
62	7' x 7' Type B Junction Box	EA	\$ 3500.00
63	18" Type A Headwall, Complete in Place	EA	\$ 950.00
64	18" Type B Headwall, Complete in Place	EA	\$ 950.00
65	18" Type C Headwall, Complete in Place	EA	\$ 600.00
66	21" Type A Headwall, Complete in Place	EA	\$ 1100.00
67	21" Type B Headwall, Complete in Place	EA	\$ 1100.00
68	21" Type C Headwall, Complete in Place	EA	\$ 700.00
69	24" Type A Headwall, Complete in Place	EA	\$ 1200.00
70	24" Type B Headwall, Complete in Place	EA	\$ 1200.00
71	24" Type C Headwall, Complete in Place	EA	\$ 800.00
72	27" Type A Headwall, Complete in Place	EA	\$ 1425.00
73	27" Type B Headwall, Complete in Place	EA	\$ 1425.00
74	27" Type C Headwall, Complete in Place	EA	\$ 900.00
75	30" Type A Headwall, Complete in Place	EA	\$ 1500.00
76	30" Type B Headwall, Complete in Place	EA	\$ 1500.00
77	30" Type C Headwall, Complete in Place	EA	\$ 1000.00
78	33" Type A Headwall, Complete in Place	EA	\$ 1800.00
79	33" Type B Headwall, Complete in Place	EA	\$ 1800.00
81	33" Type C Headwall, Complete in Place	EA	\$ 1000.00
82	36" Type A Headwall, Complete in Place	EA	\$ 2024.00
83	36" Type B Headwall, Complete in Place	EA	\$ 2024.00
84	36" Type C Headwall, Complete in Place	EA	\$ 1750.00
85	39" Type A Headwall, Complete in Place	EA	\$ 2000.00
86	39" Type B Headwall, Complete in Place	EA	\$ 2000.00
87	39" Type C Headwall, Complete in Place	EA	\$ 950.00
88	42" Type A Headwall, Complete in Place	EA	\$ 2225.00
89	42" Type B Headwall, Complete in Place	EA	\$ 2200.00

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$ 2000.00
91	45" Type A Headwall, Complete in Place	EA	\$ 1800.00
92	45" Type B Headwall, Complete in Place	EA	\$ 2350.00
93	45" Type C Headwall, Complete in Place	EA	\$ 1950.00
94	48" Type A Headwall, Complete in Place	EA	\$ 3000.00
95	48" Type B Headwall, Complete in Place	EA	\$ 2800.00
96	48" Type C Headwall, Complete in Place	EA	\$ 2150.00
97	51" Type A Headwall, Complete in Place	EA	\$ 3000.00
98	51" Type B Headwall, Complete in Place	EA	\$ 1950.00
99	51" Type C Headwall, Complete in Place	EA	\$ 1800.00
100	54" Type A Headwall, Complete in Place	EA	\$ 4000.00
101	54" Type B Headwall, Complete in Place	EA	\$ 3000.00
102	54" Type C Headwall, Complete in Place	EA	\$ 1800.00
103	60" Type A Headwall, Complete in Place	EA	\$ 4000.00
104	60" Type B Headwall, Complete in Place	EA	\$ 3950.00
105	60" Type C Headwall, Complete in Place	EA	\$ 2000.00
106	66" Type A Headwall, Complete in Place	EA	\$ 4261.00
107	66" Type B Headwall, Complete in Place	EA	\$ 3950.00
108	66" Type C Headwall, Complete in Place	EA	\$ 2000.00
109	72" Type A Headwall, Complete in Place	EA	\$ 4500.00
110	72" Type B Headwall, Complete in Place	EA	\$ 3800.00
111	72" Type C Headwall, Complete in Place	EA	\$ 3000.00
112	Remove Single Barrier Free Ramp	EA	\$ 150.00
113	Remove Double Barrier Free Ramp & Landing	EA	\$ 250.00
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$ 1200.00
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$ 1500.00
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$ 1500.00
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$ 1300.00
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$ 1800.00
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$ 1700.00

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

**ATTACHMENT B
REFERENCES
WORKSHEET**

1. COMPANY NAME: City of Rowlett
CONTACT NAME: Robert Harris
PHONE NUMBER: 972-412-6100 Ext 3975
EFFECTIVE DATES: January 17, 2017 - February 9, 2018
DESCRIPTION OF SERVICES: Annual Contract for concrete street and sidewalk, curb and gutter and utility cuts
repair and maintenance

2. COMPANY NAME: City of Irving
CONTACT NAME: Chris Chouffet
PHONE NUMBER: 972-721-2769
EFFECTIVE DATES: March 24, 2017 - February 28, 2018
DESCRIPTION OF SERVICES: Concrete Repairs of Sidewalk, Utility cuts, Street and Alleys

3. COMPANY NAME: City of Coppell
CONTACT NAME: Frank Garza
PHONE NUMBER: 972-462-5150
EFFECTIVE DATES: March 1, 2017-March 1, 2018
DESCRIPTION OF SERVICES: Annual Contract for Street, Alleys and Sidewalk Repairs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2018

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

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

PRODUCER Keystone Southwest Insurance Agency P O Box 1747 Rockwall TX 75087 INSURED F & F Concrete, LLC 2416 Chandler Dr Rowlett TX 75088		CONTACT NAME: Linda Nichols PHONE (A/C, No, Ext): (972) 771-3861 FAX (A/C, No): (972) 772-1021 E-MAIL ADDRESS: lnichols@kswins.com INSURER(S) AFFORDING COVERAGE INSURER A: BITCO National Insurance Company NAIC # 20109 INSURER B: BITCO General Insurance Corporation 20095 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: Lab 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒ A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC OTHER		CLP3658984	9/17/2017	9/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Additional Insured \$ Blanket
☒ B	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		CAP3658986	9/17/2017	9/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
☒ B	☒ UMBRELLA LIAB ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP2814105	9/17/2017	9/17/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
☒ B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC3658983	9/17/2017	9/17/2018	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Miscellaneous Concrete Replacement Services 2018-50-A.

Town of Flower Mound and its Officers, Employees and elected representatives are listed as additional insureds as to all applicable coverages. Waiver of subrogation is provided in favor of same for all applicable coverages.

CERTIFICATE HOLDER**CANCELLATION**

Town of Flower Mound
Purchasing Agent
2121 Cross Timbers Rd.
Flower Mound, TX 75028

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

AUTHORIZED REPRESENTATIVE

James Leeker/KSWREP

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ACORD 25 (2014/01)

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INS025 (201401)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

F&F Concrete, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Francisco Fabian
Signature of vendor doing business with the governmental entity

02-19-18
Date

**TOWN OF FLOWER MOUND
CONTRACT WITH APEX CONCRETE CONSTRUCTION, INC FOR SERVICES
BID NO. 2018-50-A**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Apex Concrete Construction, Inc. ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Miscellaneous Concrete Replacement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to an additional four (4) twelve (12) month periods at the Town's sole option, if written notice of the intent to renew is provided to the Contractor not less than sixty (60) days prior to the termination date of the initial contract period or then current extension.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town.

Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A, Insurance Requirements. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all

solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS.** The Contractor shall procure and pay for a good and sufficient performance bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents,

including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound. The Contractor shall also procure and pay for a maintenance bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. The Contractor shall also procure and pay for a good and sufficient payment bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

23. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: DANNY PORTER
Title: PRESIDENT
Company Name: APEX CONCRETE CONST. INC.
Address: 1080 KATY RD.
City, State, Zip: KELLER TX 76244

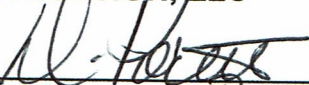
Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the

addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
27. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

**APEX CONCRETE
CONSTRUCTION, LLC**

By: 
Name: DANNY PORTER
Title: PRESIDENT

Date: 3-21-18

TOWN OF FLOWER MOUND, TEXAS

By: _____
Thomas E. Hayden
Mayor

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

APEX CONCRETE CONSTRUCTION
KELLER, TX United States

Certificate Number:
2018-315931

Date Filed:
02/19/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Flower Mound

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2018-50-A
Miscellaneous Concrete Replacement Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



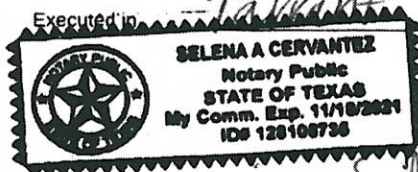
6 UNSWORN DECLARATION

My name is DANIEL PORTER and my date of birth is 7-1-1957

My address is 1101 Templemore Dr. Keller TX 76248 Tarrant
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX on the 20 day of Feb, 2018.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



Purchasing & General Services

Addendum No. 4

Issued February 15, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/20/2018 @ 11:00AM (CT)

Addendum No. 4 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

General Questions and Clarifications

Q: The bid says that this contract is for one year with four one-year options. Will the prices we bid today be the same for the next 5 years? I guess what I am asking is if we need to adjust our unit prices for possible inflation on materials and labor so we are covered if the Town chooses to go 5 years on the same contract.

A: Please refer to Section 39 of the Contract Terms and Conditions in the Bid Packet which state:

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

Q: Is there a minimum amount of work order the Town will provide to the contractor? (i.e. \$10,000 worth of work at a time.)

A: No, the Town will issue purchase orders as needs arise; but there is not a guarantee of a minimum amount of work at a time.

Q: Several questions were received relative to the bonds asking for a dollar amount of the Payment and Performance Bond.

A: Section IV for bonds has been revised. Please replace Section IV of the original page 10 with the revisions on the next page. The amount of the bid bond will be for the purchase order amount instead of estimated contract amount. At time of order, the vendor will provide a quote for requested work along with the required bonding.

Q: How long will a maintenance bond be required for each project?

A: Please replace Section IV of the original page 10 with the revisions on the next page. The maintenance bond requirement changed from 2 Years after completion of work to 1 Year after completion of work.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mounnd.com

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.



Purchasing & General Services

Addendum No. 3

Issued February 12, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00AM (CT)

Addendum #3 is issued by the Town of Flower Mound Purchasing Office. Please see the following for changes/additions/deletions to the specifications:

Changes

The project Questions Deadline and Bid Due date have changed as follows:

The project **Questions Deadline has been extended to 2/15/2018 at 11:00 a.m.** All questions must be submitted in writing to Sabrina Zadow, Purchasing Manager via email address sabrina.zadow@flower-mound.com. Questions will not be answered over the phone.

The project **Bid Due date has changed to 2/20/2018 at 11.00 a.m.**

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Bid Certification Form of your Proposal (page 20 of the bid packet).

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 2

Issued February 9, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Please replace Addendum #1 with this Addendum #2 as I accidentally issued the wrong bid document for Addendum #1. Please acknowledge both Addendums on your bid submittal.

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services

Addendum No. 1

Issued February 8, 2018

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Bids Due:	02/13/2018 @ 11:00am (CT)

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What amount should the Bid Bond be made for?

A: 5% of \$475,000.00?

Q: The Maintenance, Performance, & Payment bonds ...I assume will be for 100% of \$475,000.00? A: Yes

Q: Will retention be withheld on each invoice until the end and final acceptance of the contract

A: No, work will be paid for as each job is completed.

Q: What is the required reasonable response time to provide services?

A: In the past, we have provided enough work to keep contractors in Town for considerable amounts of time. However, in the event the contractor is not in Town, we would expect a verbal response within 24 hours and will work on an agreeable schedule to return. Depending upon the nature of the work, I would expect a 1-2 week timeframe, but in certain circumstances, could require a quicker response.

Q: I'm very confused as to how the low bidder will be determined. It appears that Flower Mound is generating a list and will call multiple vendors to provide services. Is this the case, or will one vendor receive the contract?

A: In the past, the determination has been made based on the comparison of all bid items and a resulting majority of lower bid pricing upon the more common bid items. For this contract, the Town is reserving the option of awarding to multiple vendors if the bids produce similar and/or comparable low unit pricing.

All other provisions of the contract documents, plans and specifications shall remain the same. Acknowledge receipt of this addendum by initialing in the appropriate space in the Proposal Form if you have not previously submitted a response.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing & General Services Competitive Sealed Bid

Bid No:	2018-50-A
Bid Title:	Miscellaneous Concrete Replacement Services
Questions Deadline:	2/7/2018 @ 12:00PM
Due Date and Time:	2/13/2018 @ 11:00AM

Sealed bids for the materials or services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) original bid and one (1) copy of bid in hard copy only, in a sealed envelope to the address listed below.

Delivery and Mailing Address:

**Town of Flower Mound
Attn.: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028**

Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:

**Sabrina R. Zadow, Purchasing Manager
(972) 874-6007
sabrina.zadow@flower-mound.com**

The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the bid and will be returned unopened. Responses will be publicly opened and read aloud on the bid due date and time at the Town of Flower Mound, Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas, 75028.

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PROCUREMENTS**

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, www.ionwave.net and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/proper to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

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

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.

13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and **not** restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

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

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

19. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and www.ionwave.net. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and services in the non-resident bidder's state.
23. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.

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

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

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

26. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.

27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon Town approval, with four (4) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.

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

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

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

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

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

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

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

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

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

37. **AUDIT:** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE:** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
42. **PATENT RIGHTS:** Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.
- The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
46. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

**Town of Flower Mound
Bid No. 2018-50-A
Miscellaneous Concrete Replacement Services**

I. General Information

The Town of Flower Mound is soliciting bids for miscellaneous concrete replacement services to be performed within the Town of Flower Mound as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one (1) year, with four (4) optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsible and responsive bidder meeting specifications. The estimated annual expenditure for this service is \$475,000.00. Orders will be placed on an as needed basis as determined by the Town.

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

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

II. Technical Specifications for Concrete Materials and Services

The intent of these specifications is to describe the various materials and services that the Town of Flower Mound Street Services Division may require. The latest version(s) or editions(s) of the Town of Flower Mound Design Criteria and Construction Standards, the North Central Texas Standard Specifications for Public Works Construction the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges will be considered as incorporated into these specifications by reference.

MATERIALS

1. Sand

Sand shall consist of clean, hard, durable grains, free of lumps and organic material. All particles must pass a No. 8 sieve.

2. Crushed Rock Aggregate

The aggregate shall consist of durable particles of crushed stone, free from frozen material or injurious amounts of salt, alkali, vegetable matter or other material

either free or as adherent coating, and its quality shall be reasonably uniform throughout. It shall have a wear of not more than 40 percent when tested in accordance with TXDOT Test Method Tex-410-A.

When tested by standard laboratory methods, crushed rock shall meet the following requirements for percentage by weight:

a. Fine Crushed Rock – Aggregate Grade 8

Retained on the ½ in sieve	0%
Retained on the 3/8 in sieve	0 to 5%
Retained on the No. 4 sieve	35 to 60%
Retained on the No. 8 sieve	90 to 100%

b. Standard Crushed Rock – Aggregate Grade 4

Retained on the 1½ in sieve	0%
Retained on the 1 in sieve	0 to 5%
Retained on the ½ in sieve	40 to 75%
Retained on the No. 4 sieve	90 to 100%
Retained on the No. 8 sieve	95 to 100%

c. Course Crushed Rock

Passing the 1½ in sieve	100%
Retained on the ¾ in sieve	100%

d. Rock for Foundation

Passing the 5 in sieve	100%
Retained on the 2 in sieve	100%

e. Class “A” Embedment

The embedment consists of a Type “B” concrete cradle and a cap of select material or granular material.

3. Backfill

a. Types “B” and “C”

1) General. Type “B” backfill is imported sandy gravel material. Type “C” backfill is native material from trench excavation.

2) Tests. The liquid limit shall not exceed 35 when tested in accordance with ASTM Designation D 423. The plasticity limit shall not exceed 12 when tested in accordance with ASTM Designation D 424.

3) Gradation. Percent of rock volume allowed is 50%. Percent of maximum allowable dimension of rock to total backfill volume is 3%. Greatest dimension of rock allowed in trenches 4 ft. or less in width is 3 in. and in trenches greater than 4 ft. in width, 6 in. Percent of backfill by volume, of clay lumps is 25%. Largest dimension of clay lumps is 6 in. for trenches 4 ft. or less in width and 10 in. for trenches greater than 4 ft. in width.

- 4) Flowable Backfill. Flowable backfill shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days. Any material used shall be primarily granular, with a plasticity index <12 and with 100% passing a 3/4 in. sieve. The flowable mixture must be allowed to set prior to the placement of any overlying material.

4. Flexible Base (Crushed Stone)

- a. General. The item shall consist of a foundation course for a surface course or other base courses.
- b. Tests. The soil binder shall meet the following requirements:

The liquid limit shall not exceed 40 when tested in accordance with ASTM Designation D423. The plasticity limit shall be between 4 and 12 when tested in accordance with ASTM Designation D 424. The preparation of samples for testing shall be in accordance with ASTM Designation D 2217. Material retained on the No. 4 sieve shall have a percent wear of not more than 45 when tested in accordance with ASTM Designation C 131. The material when tested under The Wet Ball for Determining the Disintegration of Flexible Base Materials, TXDOT Test Method Tex-116-E, shall not develop more than 50 percent soil binder.

- c. Gradation. The material shall be obtained from approved sources, shall consist of durable particles of stone mixed with approved binding material and shall meet the following requirements:

Passing 1-3/4 in sieve	100%	
Passing No. 4 sieve	35 to 55%	(know as binder) Passing
No. 40 sieve	15 to 40%	(know as soil binder)

5. Reinforced Concrete

- a. Description. This item consist of finished concrete pavement, sidewalks, flumes, headwalls, retaining walls trails, handicap ramps and curbs of Portland cement concrete on a prepared subbase to the lines and grades as shown on the plans and grading plan prepared by the Contractor.
- b. Construction Method. All concrete shall be prepared, placed, and finished in Conformance with the NCTCOG Standard Specifications for Public Works Construction, Items 303 and 702 unless specifically noted below.
- c. Requirements. Concrete shall meet the following requirements:
 - 1) Concrete for pavement shall be Class P1, minimum 6 bag of cement per cubic yard, minimum compressive strength at 28 days shall be 4,200 psi, maximum water cement ratio of 0.49 (gallons per sack), coarse aggregate, per Table 303.2.1.3.2.(a), maximum slump of 4-inches (slip formed) and 5-inches (hand formed).

- 2) Concrete for 4" thick sidewalks shall be Class A, Minimum 5.0 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,000 psi, Maximum water cement ratio of 0.58 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 3) Concrete for 5.5" thick sidewalks, trail connector, trail header and curb ramps shall be Class C, Minimum 6 bags of cement per cubic yard, Minimum compressive strength at 28 days shall be 3,600 psi, Maximum water cement ratio of 0.53 (gallons per sack), Coarse aggregate, per Table 303.2.1.3.2.(a), Maximum slump of 5-inches.
- 4) Concrete for retaining wall and retaining wall components shall be in accordance with TxDOT Item 421.
- 5) Reinforcing steel for concrete pavement, curbs and gutters shall be No. 4 bars on 18-inch center, both ways. Reinforcing steel for other concrete pavements including sidewalks, trails, curb ramps, flumes and headwall structures shall meet the Towns Construction Standard of No. 3 bars at 18-inch center, both ways.
- 6) Traffic shall not be routed on new vehicular concrete pavement until it has attained 80% of its compressive strength and is authorized by the Engineer.
- 7) Vehicular construction traffic shall be prohibited from traveling on any sidewalk or trail connector pavement.

B. Construction Specifications

The specifications for construction are found in Chapter 2 through Chapter 8, North Central Texas Standard Specifications for Public Works Construction, latest version.

III. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

IV. Bonds

The Contractor shall furnish surety as follows:

A. Performance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound.

B. Maintenance Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. Work guaranteed shall be work completed in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one year from the date of acceptance of the improvement by the Town of Flower Mound.

C. Payment Bond:

A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

No sureties shall be accepted by the Town who are now in default or delinquent on any bonds or who are interested in any litigation against the Town. All bonds shall be made on forms furnished in these documents and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Town. The sureties shall be listed in the most current Federal Register Treasury List. Each surety shall designate an agent resident in the Town's jurisdictional area acceptable to the Town to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship. The Town reserves the right to reject any and all sureties. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their power of attorney.

V. Questions Deadline

The Town of Flower Mound requires that all questions relating to this bid be directed via email to Sabrina Zadow, Purchasing Manager, at sabrina.zadow@flower-mound.com by **12:00pm on February 7, 2018**. **No questions will be answered over the phone.** Questions will only be accepted until the stated deadline.

VI. Submittals

In order for your bid to be considered responsive, the following information should be submitted with your bid in the following order:

A. Bid Pricing Worksheet (Attachment A)

B. References

Bidder should provide a minimum of three (3) current references for same or similar services as described in this bid document. Please provide the following information for each reference provided on the References Worksheet (Attachment B):

1. Company Name
2. Contact Name
3. Contact Phone Number
4. Effective Dates
5. Description of Services

C. Additional Forms

1. Proof of Insurance
2. Bid Certification Form

D. Bid Bond

ATTACHMENT A TOWN OF

FLOWER MOUND

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES

BID NO. 2018-50-A

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$

Exhibit A

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$
43	5"-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative		
45	Remove HMAC and Sub Base Material	CY	\$
46	Saw Cut Full Depth Asphalt	LF	\$
47	Saw Cut Full Depth Concrete Pavement	LF	\$
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$
49	Install Sod, 1"-2" Bermuda	SY	\$
50	Install Sod, 1"-2" St. Augustine	SY	\$
51	Unclassified Excavation, 0-50 CY	CY	\$
52	Unclassified Excavation, 51-100 CY	CY	\$
53	Unclassified Excavation, 101+ CY	CY	\$
54	3' x 3' Type A Junction Box	EA	\$
55	4' x 4' Type A Junction Box	EA	\$
56	5' x 5' Type A Junction Box	EA	\$
57	6' x 6' Type A Junction Box	EA	\$
58	7' x 7' Type A Junction Box	EA	\$
59	4' x 4' Type B Junction Box	EA	\$
60	5' x 5' Type B Junction Box	EA	\$
61	6' x 6' Type B Junction Box	EA	\$
62	7' x 7' Type B Junction Box	EA	\$
63	18" Type A Headwall, Complete in Place	EA	\$
64	18" Type B Headwall, Complete in Place	EA	\$
65	18" Type C Headwall, Complete in Place	EA	\$
66	21" Type A Headwall, Complete in Place	EA	\$
67	21" Type B Headwall, Complete in Place	EA	\$
68	21" Type C Headwall, Complete in Place	EA	\$
69	24" Type A Headwall, Complete in Place	EA	\$
70	24" Type B Headwall, Complete in Place	EA	\$
71	24" Type C Headwall, Complete in Place	EA	\$
72	27" Type A Headwall, Complete in Place	EA	\$
73	27" Type B Headwall, Complete in Place	EA	\$
74	27" Type C Headwall, Complete in Place	EA	\$
75	30" Type A Headwall, Complete in Place	EA	\$
76	30" Type B Headwall, Complete in Place	EA	\$
77	30" Type C Headwall, Complete in Place	EA	\$
78	33" Type A Headwall, Complete in Place	EA	\$
79	33" Type B Headwall, Complete in Place	EA	\$
81	33" Type C Headwall, Complete in Place	EA	\$
82	36" Type A Headwall, Complete in Place	EA	\$
83	36" Type B Headwall, Complete in Place	EA	\$
84	36" Type C Headwall, Complete in Place	EA	\$
85	39" Type A Headwall, Complete in Place	EA	\$
86	39" Type B Headwall, Complete in Place	EA	\$
87	39" Type C Headwall, Complete in Place	EA	\$
88	42" Type A Headwall, Complete in Place	EA	\$
89	42" Type B Headwall, Complete in Place	EA	\$

Exhibit A

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$
91	45" Type A Headwall, Complete in Place	EA	\$
92	45" Type B Headwall, Complete in Place	EA	\$
93	45" Type C Headwall, Complete in Place	EA	\$
94	48" Type A Headwall, Complete in Place	EA	\$
95	48" Type B Headwall, Complete in Place	EA	\$
96	48" Type C Headwall, Complete in Place	EA	\$
97	51" Type A Headwall, Complete in Place	EA	\$
98	51" Type B Headwall, Complete in Place	EA	\$
99	51" Type C Headwall, Complete in Place	EA	\$
100	54" Type A Headwall, Complete in Place	EA	\$
101	54" Type B Headwall, Complete in Place	EA	\$
102	54" Type C Headwall, Complete in Place	EA	\$
103	60" Type A Headwall, Complete in Place	EA	\$
104	60" Type B Headwall, Complete in Place	EA	\$
105	60" Type C Headwall, Complete in Place	EA	\$
106	66" Type A Headwall, Complete in Place	EA	\$
107	66" Type B Headwall, Complete in Place	EA	\$
108	66" Type C Headwall, Complete in Place	EA	\$
109	72" Type A Headwall, Complete in Place	EA	\$
110	72" Type B Headwall, Complete in Place	EA	\$
111	72" Type C Headwall, Complete in Place	EA	\$
112	Remove Single Barrier Free Ramp	EA	\$
113	Remove Double Barrier Free Ramp & Landing	EA	\$
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$

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

ATTACHMENT B
REFERENCES
WORKSHEET

1. COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____
EFFECTIVE DATES: _____
DESCRIPTION OF SERVICES: _____

2. COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____
EFFECTIVE DATES: _____
DESCRIPTION OF SERVICES: _____

3. COMPANY NAME: _____
CONTACT NAME: _____
PHONE NUMBER: _____
EFFECTIVE DATES: _____
DESCRIPTION OF SERVICES: _____

EXHIBIT A

**INSURANCE REQUIREMENTS
CONSTRUCTION SERVICES**

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Explosion Collapse and Underground (XCU) Coverage.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

Exhibit A

4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

☐ **1 Name of vendor who has a business relationship with local governmental entity.**

☐ **2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

☐ **3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

☐ **4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

☐ **5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

☐ **6** ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

☐ **7** _____

Signature of vendor doing business with the governmental entity

www.ethics.state.tx.us

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

Exhibit A

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

BID CERTIFICATION FORM

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No:

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: _____
Signature Date

Printed Name

Title

Email Address

Email Address

BID CERTIFICATION FORM

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: Apex Concrete Construction Inc.
 Principal Place of Business Address: 1080 Katy Rd.
 Principal Place of Business City, State, Zip: Keller TX 76244
 Principal Place of Business Phone Number: 817-454-1995
 Principal Place of Business Fax Number: 817-337-8958
 Remittance Address (if different from above): _____
 Remittance City, State, Zip: _____
 Tax Identification No: _____

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number.

Add. No. 1 ☒ Add. No. 2 ☒ Add. No. 3 ☒ Add. No. 4 ☒ Add. No. 5 ☐

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: _____

Signature

Date

Printed Name

Title

Email Address

D. Porter 2-18-18

DANIEL PORTER

PRESIDENT

APEXCONSTRUCTION57@gmail.com

ATTACHMENT A TOWN OF

FLOWER MOUND

MISCELLANEOUS CONCRETE REPLACEMENT SERVICES BID NO. 2018-50-A

BID PRICING WORKSHEET

No.	Description	Unit	Unit Price
1	Remove 6"-8" Reinforced Concrete Pavement 0-50 SY	SY	\$ 29.25
2	Remove 6"-8" Reinforced Concrete Pavement 51-250 SY	SY	\$ 27.00
3	Remove 6"-8" Reinforced Concrete Pavement 251-500 SY	SY	\$ 27.00
4	Remove 6"-8" Reinforced Concrete Pavement 501+ SY	SY	\$ 22.50
5	Install 6" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 66.15
6	Install 6" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 65.25
7	Install 6" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 61.20
8	Install 6" Reinforced Concrete Pavement, 501+ SY	SY	\$ 61.20
9	Install 8" Reinforced Concrete Pavement, 0-50 SY	SY	\$ 80.55
10	Install 8" Reinforced Concrete Pavement, 51-250 SY	SY	\$ 77.40
11	Install 8" Reinforced Concrete Pavement, 251-500 SY	SY	\$ 77.40
12	Install 8" Reinforced Concrete Pavement, 501+ SY	SY	\$ 72.00
13	Remove 4"-5" Concrete Sidewalk, 0-50 SY	SY	\$ 27.00
14	Install 4" Concrete Sidewalk, 0-50 SY	SY	\$ 34.00
15	Remove 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 2.50
16	Remove 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 2.50
17	Remove 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 2.50
18	Remove 6" Reinforced Integral Curb, 500+ LF	LF	\$ 2.25
19	Install 6" Reinforced Integral Curb, 0-50 LF	LF	\$ 22.00
20	Install 6" Reinforced Integral Curb, 51-250 LF	LF	\$ 22.00
21	Install 6" Reinforced Integral Curb, 251-500 LF	LF	\$ 20.00
22	Install 6" Reinforced Integral Curb, 500+ LF	LF	\$ 20.00
23	Install 6" Reinforced Concrete Drive Approach (3600psi)	SY	\$ 66.15
24	Install 6" Reinforced Concrete Drive Approach (4000psi)	SY	\$ 67.50
25	Remove 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 3.25
26	Remove 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 3.25
27	Install 24" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 35.00
28	Install 24" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.00
29	Remove 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 3.25
30	Remove 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 3.25
31	Install 30" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 35.00
32	Install 30" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 32.00
33	Remove 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 3.50
34	Remove 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 3.50
35	Install 36" Reinforced Concrete Curb & Gutter, 0-50 LF	LF	\$ 35.00
36	Install 36" Reinforced Concrete Curb & Gutter, 51+ LF	LF	\$ 35.00
37	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 3.50
38	Remove 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 3.25
39	Install 18" Reinforced Concrete Mountable Curb & Gutter, 0-50 LF	LF	\$ 32.00
40	Install 18" Reinforced Concrete Mountable Curb & Gutter, 51+ LF	LF	\$ 32.00
41	SDHPT (Grade 2) Type 'A' Flex Base - Supplied, Place & Compacted	CY	\$ 25.00

No.	Description	Unit	Unit Price
42	SDHPT (Grade 2) Type 'A' Flex Base - Placed & Compacted Only	CY	\$ 10.00
43	5'-6" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 85.50
44	8" Stamped Patterned Pavement, 10-50 SY (Min. 10SY), Color to be applied to surface of wet concrete; Color and stamped pattern to match existing and approved by Town Representative	SY	\$ 94.50
45	Remove HMAC and Sub Base Material	CY	\$ 25.00
46	Saw Cut Full Depth Asphalt	LF	\$ 3.50
47	Saw Cut Full Depth Concrete Pavement	LF	\$ 6.00
48	Saw Cut Full Depth Concrete Sidewalk	LF	\$ 4.50
49	Install Sod, 1'-2" Bermuda	SY	\$ 20.00
50	Install Sod, 1'-2" St. Augustine	SY	\$ 25.00
51	Unclassified Excavation, 0-50 CY	CY	\$ 25.00
52	Unclassified Excavation, 51-100 CY	CY	\$ 22.50
53	Unclassified Excavation, 101+ CY	CY	\$ 20.00
54	3' x 3' Type A Junction Box	EA	\$ 2000.00
55	4' x 4' Type A Junction Box	EA	\$ 2250.00
56	5' x 5' Type A Junction Box	EA	\$ 2500.00
57	6' x 6' Type A Junction Box	EA	\$ 2700.00
58	7' x 7' Type A Junction Box	EA	\$ 3000.00
59	4' x 4' Type B Junction Box	EA	\$ 2250.00
60	5' x 5' Type B Junction Box	EA	\$ 2500.00
61	6' x 6' Type B Junction Box	EA	\$ 2700.00
62	7' x 7' Type B Junction Box	EA	\$ 3200.00
63	18" Type A Headwall, Complete in Place	EA	\$ 700.00
64	18" Type B Headwall, Complete in Place	EA	\$ 825.00
65	18" Type C Headwall, Complete in Place	EA	\$ 900.00
66	21" Type A Headwall, Complete in Place	EA	\$ 700.00
67	21" Type B Headwall, Complete in Place	EA	\$ 825.00
68	21" Type C Headwall, Complete in Place	EA	\$ 900.00
69	24" Type A Headwall, Complete in Place	EA	\$ 700.00
70	24" Type B Headwall, Complete in Place	EA	\$ 825.00
71	24" Type C Headwall, Complete in Place	EA	\$ 900.00
72	27" Type A Headwall, Complete in Place	EA	\$ 850.00
73	27" Type B Headwall, Complete in Place	EA	\$ 900.00
74	27" Type C Headwall, Complete in Place	EA	\$ 1050.00
75	30" Type A Headwall, Complete in Place	EA	\$ 850.00
76	30" Type B Headwall, Complete in Place	EA	\$ 900.00
77	30" Type C Headwall, Complete in Place	EA	\$ 1050.00
78	33" Type A Headwall, Complete in Place	EA	\$ 850.00
79	33" Type B Headwall, Complete in Place	EA	\$ 900.00
81	33" Type C Headwall, Complete in Place	EA	\$ 1050.00
82	36" Type A Headwall, Complete in Place	EA	\$ 1000.00
83	36" Type B Headwall, Complete in Place	EA	\$ 1200.00
84	36" Type C Headwall, Complete in Place	EA	\$ 1350.00
85	39" Type A Headwall, Complete in Place	EA	\$ 1000.00
86	39" Type B Headwall, Complete in Place	EA	\$ 1200.00
87	39" Type C Headwall, Complete in Place	EA	\$ 1350.00
88	42" Type A Headwall, Complete in Place	EA	\$ 1000.00
89	42" Type B Headwall, Complete in Place	EA	\$ 1200.00

No.	Description	Unit	Unit Price
90	42" Type C Headwall, Complete in Place	EA	\$ 1350. ⁰⁰
91	45" Type A Headwall, Complete in Place	EA	\$ 1000. ⁰⁰
92	45" Type B Headwall, Complete in Place	EA	\$ 1200. ⁰⁰
93	45" Type C Headwall, Complete in Place	EA	\$ 1350. ⁰⁰
94	48" Type A Headwall, Complete in Place	EA	\$ 1100. ⁰⁰
95	48" Type B Headwall, Complete in Place	EA	\$ 1300. ⁰⁰
96	48" Type C Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
97	51" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
98	51" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
99	51" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
100	54" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
101	54" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
102	54" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
103	60" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
104	60" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
105	60" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
106	66" Type A Headwall, Complete in Place	EA	\$ 1500. ⁰⁰
107	66" Type B Headwall, Complete in Place	EA	\$ 1700. ⁰⁰
108	66" Type C Headwall, Complete in Place	EA	\$ 2000. ⁰⁰
109	72" Type A Headwall, Complete in Place	EA	\$ 1600. ⁰⁰
110	72" Type B Headwall, Complete in Place	EA	\$ 1800. ⁰⁰
111	72" Type C Headwall, Complete in Place	EA	\$ 1900. ⁰⁰
112	Remove Single Barrier Free Ramp	EA	\$ 450. ⁰⁰
113	Remove Double Barrier Free Ramp & Landing	EA	\$ 650. ⁰⁰
114	Install TxDOT (PED-12A) Type 1 Perpendicular Curb Ramp, to include truncated domes	EA	\$ 1225. ⁰⁰
115	Install TxDOT (PED-12A) Type 2 Parallel Curb Ramp, to include truncated domes	EA	\$ 1375. ⁰⁰
116	Install TxDOT (PED-12A) Type 3 or 6 Combination Curb Ramp, to include truncated domes	EA	\$ 1650. ⁰⁰
117	Install TxDOT (PED-12A) Type 7 or 10 Directional Ramp within Radius, to include truncated domes	EA	\$ 1650. ⁰⁰
118	Install TxDOT (PED-12A) Type 20 Median Island Curb Ramp, to include truncated domes	EA	\$ 1225. ⁰⁰
119	Install TxDOT (PED-12A) Type 21 Median Island Curb Ramp, to include truncated domes	EA	\$ 1225. ⁰⁰

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

ATTACHMENT B
REFERENCES
WORKSHEET

1. COMPANY NAME: CITY OF SOUTHLAKE
CONTACT NAME: JOE WALSH
PHONE NUMBER: 817-709-9430
EFFECTIVE DATES: FEB-2017 TO CURRENT WITH RENEWALS
DESCRIPTION OF SERVICES: CONCRETE SERVICES
2. COMPANY NAME: CITY OF NORTH RICHLAND HILLS
CONTACT NAME: BOB BLANKENSHIP
PHONE NUMBER: 817-427-1645
EFFECTIVE DATES: 3-2015 TO CURRENT WITH RENEWALS
DESCRIPTION OF SERVICES: MISCELLANEOUS CONCRETE
MAINTENANCE
3. COMPANY NAME: TOWN OF FLOWER MOUND
CONTACT NAME: RICK ADDINGTON
PHONE NUMBER: 817-454-8080
EFFECTIVE DATES: 2017 TO CURRENT WITH RENEWALS
DESCRIPTION OF SERVICES: SIDEWALK LINKS AND ADA
IMPROVEMENT (CONCRETE REPAIRS)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2018

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

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

PRODUCER Agents Alliance Services, Ltd FTR Insurance Services, LLC PO Box 465 Valley View TX 76272	CONTACT NAME: Tom Ramsey PHONE (A/C, No, Ext): (817) 442-4848 E-MAIL ADDRESS: tomramsey@ftrinsurance.com FAX (A/C, No): (866) 583-1550																					
INSURED Apex Concrete Construction Inc 1080 Katy Rd Fort Worth TX 76244-4520	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Allied Property & Casualty</td><td>42579</td></tr><tr><td>INSURER B:</td><td>Colonial County Mutual Ins. Co</td><td>29262</td></tr><tr><td>INSURER C:</td><td>Worth Casualty Co</td><td>11090</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allied Property & Casualty	42579	INSURER B:	Colonial County Mutual Ins. Co	29262	INSURER C:	Worth Casualty Co	11090	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL183637020 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒ ☒	ACPGLP03028171994	3/7/2018	3/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Schedule Mod Factor 1 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☒ ☒	ACPBATX3028171994	3/7/2018	3/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Multipolicy Discnt \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☒ N/A	RWC0518-R	3/7/2018	3/7/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment		ACPCIMP30281171994	3/7/2018	3/7/2019	Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Automobile Policy & Workers Compensation Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. General Liability is Primary & Non-Contributory. Per Project Aggregate applies to the General Liability Policy.

CERTIFICATE HOLDER sabrina.zadow@flower-mound Town of Flower Mound, the town, its offic officials, employees, boards, commissions & 2121 Cross Timbers Rd Flower Mound, TX 75028	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tom Ramsey/TRACY
--	---

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

~~None~~ Apex Concrete Const.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

None

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

None

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 W. Peron
Signature of vendor doing business with the governmental entity

2-19-18
Date

Town Council Future Agenda Items



SCHEDULED	4/4/2018	Work Session	Presentation and discussion regarding the proposed Lakeside Village development (MPA17-0010 and MU17-0002)
	4/16/2018	Presentation	National Economic Development Week (May 7 - 12, 2018) Proclamation
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 2, 2018.
		Consent	Consider approval of the minutes from a special meeting of the Town Council held on March 27, 2018.
		Consent	Consider approval of the minutes from a special joint work session with Council and the Transportation Commission held on March 27, 2018.
		Consent	Consider acceptance of grant funds from the Texas Book Festival, which will be used to purchase additional materials for the Library's Chinese, Japanese, and Korean language collection.
		Consent	Consider approval of the 2018 US Army Corps of Engineer (USACE) Solicitation No. W9126G18T0004 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution appointing Clay Riggs as the Town's representative on the Upper Trinity Regional Water District (UTRWD) Board of Directors to complete an existing four-year term ending May 19, 2019.
		Consent	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.
		Consent	Consider approval and final acceptance of the Police Jail and Locker Room Renovation project (TOFM contract number 2017-62) and authorization of final payment to Unified Services of Texas Inc., in the amount of \$66,265.39.
		Consent	Denton County Interlocal Agreement for Denton Creek Bridge TRIP-08 funds
		Consent	Consider approval of Change Order No. 1 and final acceptance of the Canterbury Lane & Superior Place Reconstruction projects, amending the contract with 3D Paving and Contracting LLC, for a decrease to the contract in the amount of \$27,350.90, and authorizing final payment to 3D Paving and Contracting LLC, in the amount of \$57,336.03; and authorization for the Mayor to execute same on behalf of the Town.

Consider approval of Change Order No. 1 and final acceptance of the Bruton Orand Elevated Storage Tank Rehabilitation project, amending the contract with Utility Service Company, Inc., for an increase to the contract in the amount of \$ \$112,820.20, authorization final payment to Utility Service Company, Inc., in the amount of \$326,821.20; and authorization for the Mayor to execute same on behalf of the Town.

Consent

Consider approval of Change Order No. 1 and final acceptance of the Sheffield Court, and Colonial Drive Reconstruction projects, amending the contract with 3D Paving and Contracting, LLC., for an increase to the contract in the amount of \$5,879.20, and authorizing final payment to 3D Paving and Contracting, LLC., in the amount of \$88,254.67; and authorization for the Mayor to execute same on behalf of the Town.

Regular

Public Hearing to consider a request for a Master Plan Amendment (MPA17-0008 - Founder's Landing) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Long Prairie Road and north of Aberdeen Drive. (The Planning and Zoning recommended by a vote of to at its April 9, 2018, meeting.)

Regular

Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-warehouse tax abatement located at the southeast corner of Lake Forest Blvd. & Lakeside Pkwy.

Regular

Public Hearing to consider approval of a Tax Abatement and Ch 380 Agreement with Huntington Industrial Partners-Texas, L.L.C., for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.

Regular

Public Hearing to consider a request for rezoning (ZPD17-0010 - Founder's Landing) from Agricultural District (A) to Planned Development District No. 157 (PD-157) with Retail District-2 (R-2) and Agricultural uses, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Long Prairie Road and north of Aberdeen Drive. (The Planning and Zoning Commission recommended by a vote of to at its April 9, 2018, meeting.)

Regular

Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Duke Realty, LP (Lakeside Ranch BP-Lot4R1, Blk A)

Regular

Public Hearing to consider a request for a Master Plan Amendment (MPA17-0015 – Magnolia Court) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density to High Density Single Family Detached, and to consider adopting an ordinance providing for said amendment. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 0 at its March 26, 2018, meeting.)

Public Hearing to consider a request for rezoning (ZPD17-0020 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 161 (PD-161) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$263,088.00 in place of the otherwise required Park Land Dedication and Park Development Fees in the amount of \$80,504.00. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 0 at its March 26, 2018, meeting.)

Regular

Public Hearing to consider a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail use, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (The Planning and Zoning recommended denial by a vote of 6 to 0 at its March 26, 2018, meeting.)

Regular

Public Hearing to consider a request for rezoning (ZPD17-0018 - CVS Pharmacy #10907) from Agricultural District (A) to Planned Development District No. 160 (PD-160) with Retail uses, with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its March 26, 2018, meeting.)

Regular

Public Hearing to consider a request for a Master Plan Amendment (MPA17-0010 – Lakeside Village) to amend Section 1.0, Land Use Plan, and Section 2.0, Area Plans, of the Master Plan to change the current land use designation from Campus Commercial use within the Lakeside Business District Area Plan to Mixed Use, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Lakeside Parkway and south of Lakeside Village Boulevard. (The Planning and Zoning Commission recommended by a vote of to at its April 9, 2018, meeting.)

Regular

Consider approval the award of Bid No. 2018-51-B, to Joe Funk Construction, Inc., for the Lake Forest Boulevard Roadway Improvements, and Lake Forest 12-inch Water Line (Bridge Gap) projects, in the amount of \$1,332,670.69; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	4/16/2018	Regular	Public Hearing to consider a request for rezoning (MU17-0002 – Lakeside DFW/Lakeside Village) to amend Mixed Use District-1 (MU-1) to include additional land, amend certain conceptual plans and development standards in the Lakeside DFW Development Code, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town, and acceptance of cash in lieu of land in the amount of \$2,893,094.40 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$317,852.00. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway. (The Planning and Zoning Commission recommended by a vote of to at its April 9, 2018, meeting.)
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 451 (SUP17-0008 - Wichita Trail Cell Tower) to permit a communication tower, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Wichita Trail and east of Skillern Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 1 at its March 12, 2018, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA17-0012 – Tinley Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Retail to High Density Single Family Detached, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Flower Mound Road and west of Duncan Lane. (The Planning and Zoning Commission recommended by a vote of to at its April 9, 2018, meeting.)
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$235,872.00 in place of the otherwise required Park Land Dedication and Park Development Fees in the amount of \$54,132.00. The property is generally located south of Flower Mound Road and west of Duncan Lane. (The Planning and Zoning Commission recommended by a vote of to at its April 9, 2018, meeting.)
5/8/2018	Consent	Lakeside Lift Station & Force Main Change Order 3.	
	Consent	Heritage Park Phase III Change Order No.1 and Final Acceptance.	
	Consent	Shady Point Acres Water Line Change Order 2 & Final Acceptance	
	Consent	Lake Forest Boulevard Water Line Testing Award.	
	Consent	ADA - Changes to Chapters 2, 14, & 58	

SCHEDULED	5/8/2018	Consent	Consider approval of a Professional Services Agreement for the design phase services of the Denton Creek Boulevard Bridge and Water Line project, with Burns & McDonnell, for \$302,276.80; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of an ordinance canvassing and declaring the results of a general election held May 5, 2018, for the purpose of electing the offices of Mayor, Town Council Place 2, and Town Council Place 4; establishing procedures for those elections; and providing an effective date (subject to change depending on any outstanding ballots & EVBB)
	5/21/2018	Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
	6/4/2018	Presentation	Proclamation honoring Women Veterans