



AGENDA

Regular Meeting of the Bedford City Council
Tuesday, January 14, 2020
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chamber Work Session 5:30 p.m.
Council Chamber Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.bedfordtx.gov>

COUNCIL CHAMBER WORK SESSION

- Presentation and discussion on the FY 20-21 Budget Calendar.

EXECUTIVE SESSION

To convene in the conference room, if time permits, in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Preliminary and Final Plat, Joseph W Shaklee Survey, Abstract 1390, Tracts 2A01 and 2B. **This item requested by Mayor Boyter
- Pursuant to Section 551.074, personnel matters – annual performance review of the City Manager.
**This item requested by Mayor Boyter.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Bishop Nosa Onaiwu, Arise and Shine International Ministries)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM *(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum, a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)*

CONSIDER APPROVAL OF ITEMS BY CONSENT *(Consent items are deemed to need little Council deliberation and will be acted upon as on business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion. Approval of the Consent Agenda authorizes the City Manager, or a designee, to implement each item in accordance with staff recommendation.)*

1. Consider approval of the following City Council minutes:
 - a) December 10, 2019 regular meeting
 - b) December 18, 2019 work session
2. Consider a resolution altering the membership of the Cultural Commission.

NEW BUSINESS

3. Consider a resolution authorizing the City Manager to renew the agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2020 Pavement Markings Services Program.
4. Consider a resolution authorizing the City Manager to renew the agreement with Curtco, Inc., utilizing the City of Grand Prairie's Joint and Crack Sealing Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2020 Joint and Crack Sealing Services Program.
5. Consider a resolution authorizing the City Manager to purchase 25 AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units (FMU) for traffic signals through Paradigm Traffic Systems, in the amount of \$220,000, utilizing the BuyBoard Cooperative Purchasing Agreement.
6. Consider a resolution authorizing the City Manager to enter into a professional services agreement with Halff Associates, Inc., in an amount not to exceed \$60,000, for miscellaneous engineering services.
7. Consider a resolution authorizing the City Manager to execute Contract Amendment #3 for the Professional Services Agreement between Halff Associates, Inc and the City of Bedford, Texas related to Landscape Architecture, Civil Engineering and Other Professional Services for Boys Ranch Park – Phase Next.
8. Discussion and action regarding the appointment of the Mayor Pro Tem and Board and Commission Liaisons.
9. Mayor/Council Member Reports
10. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board
 - ✓ Beautification Commission
 - ✓ Community Affairs Commission
 - ✓ Cultural Commission
 - ✓ Library Advisory Board
 - ✓ Parks and Recreation Board
 - ✓ Teen Court Advisory Board
 - ✓ Senior Center Representative
11. City Manager/Staff Reports

EXECUTIVE SESSION

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- Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Preliminary and Final Plat, Joseph W Shaklee Survey, Abstract 1390, Tracts 2A01 and 2B. **This item requested by Mayor Boyter
- Pursuant to Section 551.074, personnel matters – annual performance review of the City Manager.
**This item requested by Mayor Boyter.

12. Take any action necessary as a result of the Executive Session.

(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: **Friday, January 9, 2020 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to citysecretary@bedfordtx.gov. Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager

DATE: 01/14/20

Work Session

ITEM:

Presentation and discussion on the FY 20-21 Budget Calendar.

City Attorney Review: N/A

DISCUSSION:

Senate Bill 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, was passed by the Texas Legislature in 2019. At its most fundamental level, S.B. 2 reforms the system of property taxation in three primary ways: (1) lowering the tax rate a taxing unit can adopt without voter approval and requiring a mandatory election to go above the lowered rate; (2) making numerous changes to the procedure by which a city adopts a tax rate; and (3) making several changes to the property tax appraisal process. The first two changes directly affect the budget calendar in order to ensure compliance with the new requirements and allow the City to call an election within the appropriate timeframe, if necessary.

Staff will review the timeframes for notices, public hearings, and adoptions of the budget and tax rate as amended by S.B. 2, in coordination with the City's charter and the Local Government Code Chapter 102, Municipal Budget. Based on these requirements, staff has a proposed calendar of dates for the FY 20-21 Budget Process.

ATTACHMENTS:

PowerPoint
Proposed Calendar
City of Bedford Charter, Article IV
Local Government Code, Chapter 102
Texas Tax Code, Chapter 26

FY 2020-2021 Budget Calendar

Legal Requirements

City of Bedford Charter Requirements

- ◆ § 4.02 *Prior to the fifteenth day of August in each year, the city manager shall prepare, file with the city secretary, and furnish to each member of the council a carefully itemized budget...*
- ◆ § 4.05 *At the meeting of the council at which the budget and budget message are submitted, the council shall determine the place and time of the public hearing of the budget...*
...which shall not be earlier than the thirtieth (30th) day or less than the tenth (10th) day before the date of the hearing...

Local Government Code Chapter 102

- ◆ § 102.005(a) *The budget officer shall file the proposed budget with the municipal clerk before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year.*
- ◆ § 102.006(b) *The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy.*
- ◆ § 102.0065 *Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the hearing.*

Local Government Code Chapter 102

- ◆ § 102.007(a) *At the conclusion of the public hearing, the governing body shall take action on the proposed budget. A vote to adopt the budget must be a record vote.*
- ◆ § 102.009(a) *The governing body of the municipality may levy taxes only in accordance with the budget.*
- ◆ § 102.011 *If a municipality has already adopted charter provisions that require the preparation of an annual budget covering all municipal expenditures and if the municipality conducts a public hearing on the budget as provided by § 102.006 and otherwise complies with the provisions of this chapter relating to property tax increases, the charter provisions control.*

Texas Tax Code Chapter 26

- ◆ § 26.01(a) *By July 25*, the chief appraiser shall prepare and certify to the assessor for each taxing unit ...the property taxable by the unit.
- ◆ § 26.04(e) *By August 7* or as soon thereafter as practicable, the designated officer or employee shall submit the rates to the governing body.
- ◆ § 26.05(a) The governing body must adopt a tax rate before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit...

Texas Tax Code Chapter 26, cont.

- ◆ § 26.05(d) *The governing body of a taxing unit... may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held a public hearing on the proposed tax rate...*
- ◆ § 26.06(a) *A public hearing required by §26.05 may not be held before the fifth day after the date the notice of the public hearing is given. The hearing must be held on a weekday that is not a public holiday.*
- ◆ § 26.06(d) *The governing body may vote on the proposed tax rate at the public hearing.*
- ◆ § 26.06(e) *A meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing.*

Texas Tax Code Chapter 26, cont.

- ◇ § 26.07(b) *If the governing body...adopts a tax rate that exceeds the taxing unit's voter-approval tax rate, ... the registered voters of the taxing unit at an election held for that purpose must determine whether to approve the adopted tax rate.*
- ◇ § 26.07(c) *The governing body shall order that the election be held in the taxing unit on the uniform election date prescribed by § 41.001, Election Code, that occurs in November of the applicable tax year. The order calling the election may not be issued later than the 71st day before the date of the election.**
 - ◇ * *Texas Election Code § 3.005*
 - ◇ (a) *This section supersedes a law outside this code to the extent of any conflict.*
 - ◇ (b) *For an election to be held on a uniform election date, the election shall be ordered not later than the 78th day before election day.*

Texas Tax Code Chapter 26, cont.

- ◇ § 26.07 (d) *If a majority of the votes cast in the election favor the proposition, the tax rate for the current year is the rate that was adopted by the governing body.*
- ◇ § 26.07(e) *If the proposition is not approved as provided by Subsection (d), the taxing unit's tax rate for the current tax year is the taxing unit's voter-approval rate.*

Proposed Dates

Proposed Budget Adoption Calendar

- ◆ **July 25** – *Certified Appraisal Roll received*
- ◆ **July 29** (or as soon as rates finalized after certified appraisal roll received) – *Budget filed with City Secretary and delivered to Council*
- ◆ **August 1** – *City Budget Work Session*
- ◆ **August 3** – *Special Meeting for Record Vote & Set Hearings*
- ◆ **August 5** – *Publish Notice of Public Hearing for Budget & Tax Rate*

Proposed Budget Adoption Calendar

- ◆ **August 11** – *Regular Council Meeting*
- ◆ **August 17** – *Public Hearing on Budget & Tax Rate, Call Election*
- ◆ **August 24** – *Special Meeting to Approve Budget & Tax Rate*
- ◆ **August 25** – *Regular Council Meeting*
- ◆ **November 3** – *Uniform Election Date (if needed)*

Questions?

AUG 2020

SUN	MON	TUE	WED	THU	FRI	SAT
			<i>Budget Submitted to City Secretary & City Council</i>			Budget Work Session
26 Day 208	27 Day 209	28 Day 210	29 Day 211	30 Day 212	31 Day 213	01 Week/31 Day 214
	Special Meeting Record Vote/Set Hearings		Publish Notice of Budget & Tax Rate			
02 Week 32/Day 215	03 Day 216	04 Day 217	05 Day 218	06 Day 219	07 Day 220	08 Day 221
		<i>Earliest Tax Rate PH by Notice date</i>				<i>Earliest date Budget PH by Notice Date</i>
09 Week 33/Day 222	10 Day 223	Council	11 Day 224	12 Day 225	13 Day 226	14 Day 227
	<i>78th Day before UED</i>					
	Public Hearing on Budget & Tax Rate Call Election, if necessary					
16 Week 34/Day 229	17 Day 230	18 Day 231	19 Day 232	20 Day 233	21 Day 234	22 Day 235
	<i>71st Day before UED</i>					
	Special Meeting Vote to Approve Budget & Tax Rate					
23 Week 35/Day 236	24 Day 237	Council	25 Day 238	26 Day 239	27 Day 240	28 Day 241
BluesFest						
30 Week 36/Day 243	31 Day 244					
		NOTES				

CITY OF BEDFORD CHARTER, ARTICLE IV. - BUDGET

Sec. 4.01. - Fiscal year; budget year; accounting year.

The fiscal year of the city government shall begin on the first day of October and shall end on the last day of September of each calendar year. The fiscal year shall constitute the budget and the accounting year.

Sec. 4.02. - Preparation and submission.

Prior to the fifteenth day of August in each year, the city manager shall prepare, file with the city secretary, and furnish to each member of the council a carefully itemized budget outlining anticipated receipts and proposed expenditures of the city, showing as definitely as possible appropriations desired for each project and operation for the next succeeding fiscal year, comparing the same with the budget for the then current fiscal year, and stating the actual receipts and expenditures of the then current fiscal year, including the estimated expenditures for the fourth quarter of the current fiscal year. Each employee, officer, current board, commission and department shall furnish the City Manager such information as may be required by him or her for the proper preparation of each budget. The proposed budget shall also contain:

- (1) A complete financial statement of the city that shows: (a) the outstanding obligations of the city; (b) the cash on hand to the credit of each fund; (c) the funds received from all sources during the preceding year; (d) the funds available from all sources during the ensuing year; (e) the estimated revenue available to cover the proposed budget; and (f) the estimated tax rate required to cover the proposed budget.
- (2) A capital program, which shall include all proposed purchases of equipment with a minimum depreciable lifetime of five (5) years, which will be revised and extended each year to indicate capital improvements pending or in the process of construction or acquisition, and shall include the following items: (a) a summary of proposed programs; (b) a list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years, which list shall include a five (5) year projection for debt service, next ensuing, with appropriate supporting information as to the necessity for such improvements; (c) cost estimates, method of financing and recommended time schedules for each such improvement; and (d) the estimated annual cost of operating and maintaining the facilities to be constructed or acquired.
- (3) An investment strategy for the cash management of the city funds.
- (4) Any other information required by state law.
- (5) Such other budgetary information as may be requested in writing by any member of the city council.

(Ord. No. 2400, § 1, 8-26-97; Char. Amendment of 5-10-08; Char. Amendment of [5-20-14](#).)

Sec. 4.03. - Form.

The budget will have a cover page that meets the requirements of state law. At the head of the budget there shall appear a summary of the budget, in such a manner as to present to taxpayers a simple and clear summary of the detailed estimates of the budget. The City Manager shall at the same time submit a budget message explaining the need of the requested appropriations and stating what pending capital projects, if any, will likely require the issuance of bonds or warrants.

(Char. Amendment of [5-20-14](#).)

Sec. 4.04. - A public record.

The budget and budget message and all supporting schedules shall be a public record in the office of the city secretary and the public library of the city open to public inspection by anyone. The budget shall be posted on the website as required by state law or such other means of notice as allowed or required by state law.

CITY OF BEDFORD CHARTER, ARTICLE IV. - BUDGET

(Char. Amendment of [5-20-14](#))

Sec. 4.05. - Publication and notice of public hearing.

At the meeting of the council at which the budget and budget message are submitted, the council shall determine the place and time of the public hearing on the budget and cause to be published in the official newspaper of the city a notice of the place and time, which shall not be earlier than the thirtieth (30th) day or less than the tenth (10th) day before the date of hearing; or such other means of notice as allowed or required by state law.

(Char. Amendment of [5-20-14](#))

Sec. 4.06. - Hearing and adoption of budget.

At the time advertised or at any time to which such public hearing shall be adjourned, the council shall hold a public hearing on the budget as submitted, at which time all interested persons shall be given an opportunity to be heard for or against the estimates or any item therein. After the conclusion of such public hearing, the council may make such changes, if any, in the budget as in their judgment the law warrants and the best interests of the taxpayers of the city demand. The budget, as amended, shall then be adopted by ordinance which shall also fix the property tax rate per one hundred dollars (\$100.00) assessed value, which shall apply to the current tax year. The City Manager shall file a copy of the budget with the county clerk of Tarrant County.

(Char. Amendment of 5-10-08)

Sec. 4.07. - Budget establishes appropriations and amount to be raised by taxation.

From the effective date of the budget the amount stated therein as the amount to be raised by taxation shall constitute a determination of the amount of the levy for the purposes of the city in the corresponding tax year and the several amounts stated therein, as proposed expenditures shall thereby be and become appropriated to the several objects and purposes therein stated, but unused appropriations for any item may be transferred and used for any other item required for the accomplishment of the same general purpose.

Sec. 4.08. - Unallocated reserve fund.

When recommended by the City Manager and at the discretion of the council, the budget may contain a reasonable sum set aside as an unallocated reserve fund to meet unexpected and unforeseen contingencies in current operating costs of any budget project.

(Char. Amendment of 5-10-08)

Sec. 4.09. - Amendment and supplemental budgets.

Upon the affirmative vote of a majority of the full membership of the council, the original budget may be amended or supplemented. Such supplements and amendments shall be approved in an ordinance and shall be filed with the original budget.

(Char. Amendment of 5-10-08)

Sec. 4.10. - Defect shall not invalidate tax levy.

Defects in the form or preparation of the budget or the failure to perform any procedural requirement shall not invalidate any tax levy or the tax roll.

LOCAL GOVERNMENT CODE
TITLE 4. FINANCES
SUBTITLE A. MUNICIPAL FINANCES
CHAPTER 102. MUNICIPAL BUDGET

Sec. 102.001. BUDGET OFFICER.

- (a) The mayor of a municipality serves as the budget officer for the governing body of the municipality except as provided by Subsection (b).
- (b) If the municipality has the city manager form of government, the city manager serves as the budget officer.

Sec. 102.002. ANNUAL BUDGET REQUIRED.

The budget officer shall prepare each year a municipal budget to cover the proposed expenditures of the municipal government for the succeeding year.

Sec. 102.003. ITEMIZED BUDGET; CONTENTS.

- (a) The budget officer shall itemize the budget to allow as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes made for the preceding year. The budget must show as definitely as possible each of the projects for which expenditures are set up in the budget and the estimated amount of money carried in the budget for each project.
- (b) The budget must contain a complete financial statement of the municipality that shows:
 - (1) the outstanding obligations of the municipality;
 - (2) the cash on hand to the credit of each fund;
 - (3) the funds received from all sources during the preceding year;
 - (4) the funds available from all sources during the ensuing year;
 - (5) the estimated revenue available to cover the proposed budget; and
 - (6) the estimated tax rate required to cover the proposed budget.

Sec. 102.004. INFORMATION FURNISHED BY MUNICIPAL OFFICERS AND BOARDS.

In preparing the budget, the budget officer may require any municipal officer or board to furnish information necessary for the budget officer to properly prepare the budget.

Sec. 102.005. PROPOSED BUDGET FILED WITH MUNICIPAL CLERK; PUBLIC INSPECTION.

- (a) The budget officer shall file the proposed budget with the municipal clerk before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year.
- (b) A proposed budget that will require raising more revenue from property taxes than in the previous year must contain a cover page with the following statement in 18-point or larger type: "This budget will raise more total property taxes than last year's budget by (insert total dollar amount of increase and percentage increase), and of that amount (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll) is tax revenue to be raised from new property added to the tax roll this year."
- (c) The proposed budget shall be available for inspection by any person. If the municipality maintains an Internet website, the municipal clerk shall take action to ensure that the proposed budget is posted on the website.

Sec. 102.006. PUBLIC HEARING ON PROPOSED BUDGET.

- (a) The governing body of a municipality shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing.
- (b) The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy.
- (c) The governing body shall provide for public notice of the date, time, and location of the hearing. The notice must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section [102.005\(b\)](#).

Sec. 102.0065. SPECIAL NOTICE BY PUBLICATION FOR BUDGET HEARING.

- (a) The governing body of a municipality shall publish notice before a public hearing relating to a budget in at least one newspaper of general circulation in the county in which the municipality is located.
- (b) Notice published under this section is in addition to notice required by other law, except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.
- (c) Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the hearing.

- (d) Notice under this section must include, in type of a size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section [102.005\(b\)](#).

Sec. 102.007. ADOPTION OF BUDGET.

- (a) At the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget. A vote to adopt the budget must be a record vote.
- (b) The governing body may make any changes in the budget that it considers warranted by the law or by the best interest of the municipal taxpayers.
- (c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter [26](#), Tax Code, or other law.
- (d) An adopted budget must contain a cover page that includes:
 - (1) one of the following statements in 18-point or larger type that accurately describes the adopted budget:
 - (A) "This budget will raise more revenue from property taxes than last year's budget by an amount of (insert total dollar amount of increase), which is a (insert percentage increase) percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
 - (B) "This budget will raise less revenue from property taxes than last year's budget by an amount of (insert total dollar amount of decrease), which is a (insert percentage decrease) percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll)."; or
 - (C) "This budget will raise the same amount of revenue from property taxes as last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is (insert amount computed by multiplying the proposed tax rate by the value of new property added to the roll).";
 - (2) the record vote of each member of the governing body by name voting on the adoption of the budget;

- (3) the municipal property tax rates for the preceding fiscal year, and each municipal property tax rate that has been adopted or calculated for the current fiscal year, including:
 - (A) the property tax rate;
 - (B) the no-new-revenue tax rate;
 - (C) the no-new-revenue maintenance and operations tax rate;
 - (D) the voter-approval tax rate; and
 - (E) the debt rate; and
- (4) the total amount of municipal debt obligations.
- (e) In this section, "debt obligation" means an issued public security as defined by Section [1201.002](#), Government Code, secured by property taxes.

Sec. 102.008. APPROVED BUDGET FILED WITH MUNICIPAL CLERK: POSTING ON INTERNET.

- (a) On final approval of the budget by the governing body of the municipality, the governing body shall:
 - (1) file the budget with the municipal clerk; and
 - (2) if the municipality maintains an Internet website, take action to ensure that:
 - (A) a copy of the budget, including the cover page, is posted on the website; and
 - (B) the record vote described by Section [102.007](#)(d)(2) is posted on the website at least until the first anniversary of the date the budget is adopted.
- (b) The governing body shall take action to ensure that the cover page of the budget is amended to include the property tax rates required by Section [102.007](#)(d)(3) for the current fiscal year if the rates are not included on the cover page when the budget is filed with the municipal clerk. The governing body shall file an amended cover page with the municipal clerk and take action to ensure that the amended cover page is posted on the municipality's website.

Sec. 102.009. LEVY OF TAXES AND EXPENDITURE OF FUNDS UNDER BUDGET; EMERGENCY EXPENDITURE.

- (a) The governing body of the municipality may levy taxes only in accordance with the budget.
- (b) After final approval of the budget, the governing body may spend municipal funds only in strict compliance with the budget, except in an emergency.
- (c) The governing body may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and

unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention. If the governing body amends the original budget to meet an emergency, the governing body shall file a copy of its order or resolution amending the budget with the municipal clerk, and the clerk shall attach the copy to the original budget.

- (d) After the adoption of the budget or a budget amendment, the budget officer shall provide for the filing of a true copy of the approved budget or amendment in the office of the county clerk of the county in which the municipality is located.

Sec. 102.010. CHANGES IN BUDGET FOR MUNICIPAL PURPOSES.

This chapter does not prevent the governing body of the municipality from making changes in the budget for municipal purposes.

Sec. 102.011. CIRCUMSTANCES UNDER WHICH CHARTER PROVISIONS CONTROL.

If a municipality has already adopted charter provisions that require the preparation of an annual budget covering all municipal expenditures and if the municipality conducts a public hearing on the budget as provided by Section [102.006](#) and otherwise complies with the provisions of this chapter relating to property tax increases, the charter provisions control. After the budget has been finally prepared and approved, a copy of the budget and the amendments to the budget shall be filed with the county clerk, as required for other budgets under this chapter.

TAX CODE
TITLE 1. PROPERTY TAX CODE
SUBTITLE D. APPRAISAL AND ASSESSMENT
CHAPTER 26. ASSESSMENT

Sec. 26.01. SUBMISSION OF ROLLS TO TAXING UNITS.

(a) By July 25, the chief appraiser shall prepare and certify to the assessor for each taxing unit participating in the district that part of the appraisal roll for the district that lists the property taxable by the unit. The part certified to the assessor is the appraisal roll for the unit. The chief appraiser shall consult with the assessor for each taxing unit and notify each unit in writing by April 1 of the form in which the roll will be provided to each unit.

- (a-1) If by July 20 the appraisal review board for an appraisal district has not approved the appraisal records for the district as required under Section 41.12, the chief appraiser shall not later than July 25 prepare and certify to the assessor for each taxing unit participating in the district an estimate of the taxable value of property in that taxing unit.
- (b) When a chief appraiser submits an appraisal roll for county taxes to a county assessor-collector, the chief appraiser also shall certify the appraisal district appraisal roll to the comptroller. However, the comptroller by rule may provide for submission of only a summary of the appraisal roll. The chief appraiser shall certify the district appraisal roll or the summary of that roll in the form and manner prescribed by the comptroller's rule.
- (c) The chief appraiser shall prepare and certify to the assessor for each taxing unit a listing of those properties which are taxable by that unit but which are under protest and therefore not included on the appraisal roll approved by the appraisal review board and certified by the chief appraiser. This listing shall include the appraised market value, productivity value (if applicable), and taxable value as determined by the appraisal district and shall also include the market value, taxable value, and productivity value (if applicable) as claimed by the property owner filing the protest if available. If the property owner does not claim a value and the appraised value of the property in the current year is equal to or less than its value in the preceding year, the listing shall include a reasonable estimate of the market value, taxable value, and productivity value (if applicable) that would be assigned to the property if the taxpayer's claim is upheld. If the property owner does not claim a value and the appraised value of the property is higher than its appraised value in the preceding year, the listing shall include the appraised market value, productivity value (if applicable) and taxable value of the property in the preceding year, except that if there is a reasonable likelihood that the appraisal review board will approve a lower appraised value for the property than its appraised value in the preceding year, the chief appraiser shall make a reasonable estimate of the taxable value that would be assigned to the property if the property owner's claim is upheld. The taxing unit shall use the lower value for calculations as prescribed in Sections 26.04 and 26.041 of this code.
- (d) The chief appraiser shall prepare and certify to the assessor for each taxing unit a list of those properties of which the chief appraiser has knowledge that are reasonably likely to be taxable by that unit but that are not included on the appraisal roll certified to the assessor under Subsection (a) or included on the listing certified to the assessor

under Subsection (c). The chief appraiser shall include on the list for each property the market value, appraised value, and kind and amount of any partial exemptions as determined by the appraisal district for the preceding year and a reasonable estimate of the market value, appraised value, and kind and amount of any partial exemptions for the current year. Until the property is added to the appraisal roll, the assessor for the taxing unit shall include each property on the list in the calculations prescribed by Sections 26.04 and 26.041, and for that purpose shall use the lower market value, appraised value, or taxable value, as appropriate, included on or computed using the information included on the list for the property.

- (e) Except as provided by Subsection (f), not later than April 30, the chief appraiser shall prepare and certify to the assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value of property in that taxing unit. The chief appraiser shall assist each county, municipality, and school district in determining values of property in that taxing unit for the taxing unit's budgetary purposes.
- (f) Subsection (e) does not apply to a county or municipality that notifies the chief appraiser that the county or municipality elects not to receive the estimate or assistance described by that subsection.

Sec. 26.012. DEFINITIONS. In this chapter:

- (1) "Additional sales and use tax" means an additional sales and use tax imposed by:
 - (A) a city under Section 321.101(b);
 - (B) a county under Chapter 323; or
 - (C) a hospital district, other than a hospital district:
 - (i) created on or after September 1, 2001, that:
 - (a) imposes the sales and use tax under Subchapter I, Chapter 286, Health and Safety Code; or
 - (b) imposes the sales and use tax under Subchapter L, Chapter 285, Health and Safety Code; or
 - (ii) that imposes the sales and use tax under Subchapter G, Chapter 1061, Special District Local Laws Code.
- (2) "Collection rate" means the amount, expressed as a percentage, calculated by:
 - (A) adding together estimates of the following amounts:
 - (i) the total amount of taxes to be levied in the current year and collected before July 1 of the next year, including any penalties and interest on those taxes that will be collected during that period;
 - (ii) any additional taxes imposed under Chapter 23 collected between July 1 of the current year and June 30 of the following year; and
 - (iii) the total amount of delinquent taxes levied in any preceding year that will be collected between July 1 of the current year and June 30 of the following year, including any penalties and interest on those taxes that will be collected during that period; and
 - (B) dividing the amount calculated under Paragraph (A) by the total amount of taxes that will be levied in the current year.
- (3) "Current debt" means debt service for the current year.
- (4) "Current debt rate" means a rate expressed in dollars per \$100 of taxable value and calculated according to the following formula:

$$\text{CURRENT DEBT RATE} = \frac{[(\text{CURRENT DEBT SERVICE} - \text{EXCESS COLLECTIONS}) / (\text{CURRENT TOTAL VALUE} \times \text{COLLECTION RATE})] + \text{CURRENT JUNIOR COLLEGE LEVY}}{\text{CURRENT TOTAL VALUE}}$$

- (5) "Current junior college levy" means the amount of taxes the governing body proposes to dedicate in the current year to a junior college district under Section 45.105(e), Education Code.
- (6) "Current total value" means the total taxable value of property listed on the appraisal roll for the current year, including all appraisal roll supplements and corrections as of the date of the calculation, less the taxable value of property exempted for the current tax year for the first time under Section 11.31 or 11.315, except that:
 - (A) the current total value for a school district excludes:
 - (i) the total value of homesteads that qualify for a tax limitation as provided by Section 11.26; and
 - (ii) new property value of property that is subject to an agreement entered into under Chapter 313; and
 - (B) the current total value for a county, municipality, or junior college district excludes the total value of homesteads that qualify for a tax limitation provided by Section 11.261.
- (7) "Debt" means a bond, warrant, certificate of obligation, or other evidence of indebtedness owed by a taxing unit that is payable solely from property taxes in installments over a period of more than one year, not budgeted for payment from maintenance and operations funds, and secured by a pledge of property taxes, or a payment made under contract to secure indebtedness of a similar nature issued by another political subdivision on behalf of the taxing unit.
- (8) "Debt service" means the total amount expended or to be expended by a taxing unit from property tax revenues to pay principal of and interest on debts or other payments required by contract to secure the debts and, if the unit is created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, payments on debts that the unit anticipates incurring in the next calendar year.
- (8-a) "De minimis rate" means the rate equal to the sum of:
 - (A) a taxing unit's no-new-revenue maintenance and operations rate;
 - (B) the rate that, when applied to a taxing unit's current total value, will impose an amount of taxes equal to \$500,000; and
 - (C) a taxing unit's current debt rate.
- (9) Redesignated and amended by Acts 2019, 86th Leg., R.S., Ch. 944 (S.B. 2), Sec. 33, eff. January 1, 2020.
- (10) "Excess collections" means the amount, if any, by which debt taxes collected in the preceding year exceeded the amount anticipated in the preceding year's calculation of the voter-approval tax rate, as certified by the collector under Section 26.04(b).
- (11) "Last year's debt levy" means the total of:
 - (A) the amount of taxes that would be generated by multiplying the total taxable value of property on the appraisal roll for the preceding year, including all appraisal roll supplements and corrections, other than corrections made pursuant to Section 25.25(d) of this code, as of the date of calculation, by the

- debt rate adopted by the governing body in the preceding year under Section [26.05\(a\)\(1\)](#) of this code; and
- (B) the amount of debt taxes refunded by the taxing unit in the preceding year for tax years before that year.
- (12) "Last year's junior college levy" means the amount of taxes dedicated by the governing body in the preceding year for use of a junior college district under Section [45.105\(e\)](#), Education Code.
- (13) "Last year's levy" means the total of:
- (A) the amount of taxes that would be generated by multiplying the total tax rate adopted by the governing body in the preceding year by the total taxable value of property on the appraisal roll for the preceding year, including:
- (i) taxable value that was reduced in an appeal under Chapter [42](#);
- (ii) all appraisal roll supplements and corrections other than corrections made pursuant to Section [25.25\(d\)](#), as of the date of the calculation, except that last year's taxable value for a school district excludes the total value of homesteads that qualified for a tax limitation as provided by Section [11.26](#) and last year's taxable value for a county, municipality, or junior college district excludes the total value of homesteads that qualified for a tax limitation as provided by Section [11.261](#); and
- (iii) the portion of taxable value of property that is the subject of an appeal under Chapter [42](#) on July 25 that is not in dispute; and
- (B) the amount of taxes refunded by the taxing unit in the preceding year for tax years before that year.
- (14) "Last year's total value" means the total taxable value of property listed on the appraisal roll for the preceding year, including all appraisal roll supplements and corrections, other than corrections made pursuant to Section [25.25\(d\)](#), as of the date of the calculation, except that:
- (A) last year's taxable value for a school district excludes the total value of homesteads that qualified for a tax limitation as provided by Section [11.26](#); and
- (B) last year's taxable value for a county, municipality, or junior college district excludes the total value of homesteads that qualified for a tax limitation as provided by Section [11.261](#).
- (15) "Lost property levy" means the amount of taxes levied in the preceding year on property value that was taxable in the preceding year but is not taxable in the current year because the property is exempt in the current year under a provision of this code other than Section [11.251](#), [11.253](#), or [11.35](#), the property has qualified for special appraisal under Chapter [23](#) in the current year, or the property is located in territory that has ceased to be a part of the taxing unit since the preceding year.
- (16) "Maintenance and operations" means any lawful purpose other than debt service for which a taxing unit may spend property tax revenues.
- (17) "New property value" means:
- (A) the total taxable value of property added to the appraisal roll in the current year by annexation and improvements listed on the appraisal roll that were made after January 1 of the preceding tax year, including personal property located in new improvements that was brought into the unit after January 1 of the preceding tax year;

- (B) property value that is included in the current total value for the tax year succeeding a tax year in which any portion of the value of the property was excluded from the total value because of the application of a tax abatement agreement to all or a portion of the property, less the value of the property that was included in the total value for the preceding tax year; and
 - (C) for purposes of an entity created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, property value that is included in the current total value for the tax year succeeding a tax year in which the following occurs:
 - (i) the subdivision of land by plat;
 - (ii) the installation of water, sewer, or drainage lines; or
 - (iii) the paving of undeveloped land.
- (18) "No-new-revenue maintenance and operations rate" means a rate expressed in dollars per \$100 of taxable value and calculated according to the following formula:
 NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE = (LAST YEAR'S LEVY - LAST YEAR'S DEBT LEVY - LAST YEAR'S JUNIOR COLLEGE LEVY) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)
- (19) "Special taxing unit" means:
- (A) a taxing unit, other than a school district, for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per \$100 of taxable value;
 - (B) a junior college district; or
 - (C) a hospital district.

Sec. 26.013. UNUSED INCREMENT RATE.

- (a) In this section:
 - (1) "Actual tax rate" means a taxing unit's actual tax rate used to levy taxes in the applicable preceding tax year.
 - (2) "Voter-approval tax rate" means a taxing unit's voter-approval tax rate in the applicable preceding tax year less the unused increment rate for that preceding tax year.
 - (3) "Year 1" means the third tax year preceding the current tax year.
 - (4) "Year 2" means the second tax year preceding the current tax year.
 - (5) "Year 3" means the tax year preceding the current tax year.
- (b) In this chapter, "unused increment rate" means the greater of:
 - (1) zero; or
 - (2) the rate expressed in dollars per \$100 of taxable value calculated according to the following formula:
 UNUSED INCREMENT RATE = (YEAR 1 VOTER-APPROVAL TAX RATE - YEAR 1 ACTUAL TAX RATE) + (YEAR 2 VOTER-APPROVAL TAX RATE - YEAR 2 ACTUAL TAX RATE) + (YEAR 3 VOTER-APPROVAL TAX RATE - YEAR 3 ACTUAL TAX RATE)
- (c) Notwithstanding Subsection (b)(2), for each tax year before the 2020 tax year, the difference between the taxing unit's voter-approval tax rate and actual tax rate is considered to be zero. This subsection expires December 31, 2022.

Sec. 26.03. TREATMENT OF CAPTURED APPRAISED VALUE AND TAX INCREMENT.

- (a) In this section, "captured appraised value," "reinvestment zone," "tax increment," and "tax increment fund" have the meanings assigned by Chapter 311.
- (b) This section does not apply to a school district.
- (c) The portion of the captured appraised value of real property taxable by a taxing unit that corresponds to the portion of the tax increment of the unit from that property that the unit has agreed to pay into the tax increment fund for a reinvestment zone and that is not included in the calculation of "new property value" as defined by Section 26.012 is excluded from the value of property taxable by the unit in any tax rate calculation under this chapter.
- (d) The portion of the tax increment of a taxing unit that the unit has agreed to pay into the tax increment fund for a reinvestment zone is excluded from the amount of taxes imposed or collected by the unit in any tax rate calculation under this chapter, except that the portion of the tax increment is not excluded if in the same tax rate calculation there is no portion of captured appraised value excluded from the value of property taxable by the unit under Subsection (c) for the same reinvestment zone.

Sec. 26.04. SUBMISSION OF ROLL TO GOVERNING BODY; NO-NEW-REVENUE AND VOTER-APPROVAL TAX RATES.

- (a) On receipt of the appraisal roll, the assessor for a taxing unit shall determine the total appraised value, the total assessed value, and the total taxable value of property taxable by the unit. He shall also determine, using information provided by the appraisal office, the appraised, assessed, and taxable value of new property.
- (b) The assessor shall submit the appraisal roll for the taxing unit showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property to the governing body of the taxing unit by August 1 or as soon thereafter as practicable. By August 1 or as soon thereafter as practicable, the taxing unit's collector shall certify the anticipated collection rate as calculated under Subsections (h), (h-1), and (h-2) for the current year to the governing body. If the collector certified an anticipated collection rate in the preceding year and the actual collection rate in that year exceeded the anticipated rate, the collector shall also certify the amount of debt taxes collected in excess of the anticipated amount in the preceding year.
- (c) After the assessor for the taxing unit submits the appraisal roll for the taxing unit to the governing body of the taxing unit as required by Subsection (b), an officer or employee designated by the governing body shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit, where:
 - (1) "No-new-revenue tax rate" means a rate expressed in dollars per \$100 of taxable value calculated according to the following formula:
$$\text{NO-NEW-REVENUE TAX RATE} = (\text{LAST YEAR'S LEVY} - \text{LOST PROPERTY LEVY}) / (\text{CURRENT TOTAL VALUE} - \text{NEW PROPERTY VALUE});$$
 and
 - (2) "Voter-approval tax rate" means a rate expressed in dollars per \$100 of taxable value calculated according to the following applicable formula:
 - (A) for a special taxing unit:

VOTER-APPROVAL TAX RATE = (NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE x 1.08) + CURRENT DEBT RATE; or

(B) for a taxing unit other than a special taxing unit:

VOTER-APPROVAL TAX RATE = (NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE x 1.035) + (CURRENT DEBT RATE + UNUSED INCREMENT RATE)

(c-1) Notwithstanding any other provision of this section, the governing body of a taxing unit other than a special taxing unit may direct the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit if any part of the taxing unit is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States. The designated officer or employee shall continue calculating the voter-approval tax rate in the manner provided by this subsection until the earlier of:

(1) the second tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred; or

(2) the third tax year after the tax year in which the disaster occurred.

(c-2) Notwithstanding any other provision of this section, if the assessor for a taxing unit receives a certified estimate of the taxable value of property in the taxing unit under Section 26.01(a-1), the officer or employee designated by the governing body of the taxing unit shall calculate the no-new-revenue tax rate and voter-approval tax rate using the certified estimate of taxable value.

(d) The no-new-revenue tax rate for a county is the sum of the no-new-revenue tax rates calculated for each type of tax the county levies and the voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies.

Text of subsection effective on January 01, 2021

(d-1) The designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Section 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate.

Text of subsection effective on January 01, 2021

(d-2) The designated officer or employee may not submit the no-new-revenue tax rate and the voter-approval tax rate to the governing body of the taxing unit and the taxing unit may not adopt a tax rate until the designated officer or employee certifies on the tax rate calculation forms that the designated officer or employee has accurately calculated the tax rates and has used values that are the same as the values shown in the taxing unit's certified appraisal roll in performing the calculations.

Text of subsection effective on January 01, 2021

(d-3) As soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the taxing unit, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the taxing unit is located.

- (e) By August 7 or as soon thereafter as practicable, the designated officer or employee shall submit the rates to the governing body. The designated officer or employee shall post prominently on the home page of the taxing unit's Internet website in the form prescribed by the comptroller:
- (1) the no-new-revenue tax rate, the voter-approval tax rate, and an explanation of how they were calculated;
 - (2) the estimated amount of interest and sinking fund balances and the estimated amount of maintenance and operation or general fund balances remaining at the end of the current fiscal year that are not encumbered with or by corresponding existing debt obligation; and
 - (3) a schedule of the taxing unit's debt obligations showing:
 - (A) the amount of principal and interest that will be paid to service the taxing unit's debts in the next year from property tax revenue, including payments of lawfully incurred contractual obligations providing security for the payment of the principal of and interest on bonds and other evidences of indebtedness issued on behalf of the taxing unit by another political subdivision and, if the taxing unit is created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, payments on debts that the taxing unit anticipates to incur in the next calendar year;
 - (B) the amount by which taxes imposed for debt are to be increased because of the taxing unit's anticipated collection rate; and
 - (C) the total of the amounts listed in Paragraphs (A)-(B), less any amount collected in excess of the previous year's anticipated collections certified as provided in Subsection (b).

Text of subsection effective until January 01, 2021

- (e-1) The notice requirements imposed by Subsections (e)(1)-(6) do not apply to a school district.

Text of subsection effective on January 01, 2021

- (e-1) The tax rate certification requirements imposed by Subsection (d-2) and the notice requirements imposed by Subsections (e)(1)-(3) do not apply to a school district.
- (e-2) By August 7 or as soon thereafter as practicable, the chief appraiser of each appraisal district shall deliver by regular mail or e-mail to each owner of property located in the appraisal district a notice that the estimated amount of taxes to be imposed on the owner's property by each taxing unit in which the property is located may be found in the property tax database maintained by the appraisal district under Section 26.17. The notice must include:
- (1) a statement directing the property owner to an Internet website from which the owner may access information related to the actions taken or proposed to be taken by each taxing unit in which the property is located that may affect the taxes imposed on the owner's property;
 - (2) a statement that the property owner may request from the county assessor-collector for the county in which the property is located or, if the county assessor-collector does not assess taxes for the county, the person who assesses taxes for the county under Section 6.24(b), contact information for the assessor

for each taxing unit in which the property is located, who must provide the information described by this subsection to the owner on request; and

- (3) the name, address, and telephone number of the county assessor-collector for the county in which the property is located or, if the county assessor-collector does not assess taxes for the county, the person who assesses taxes for the county under Section 6.24(b).

(e-3) The statement described by Subsection (e-2)(1) must include a heading that is in bold, capital letters in type larger than that used in the other provisions of the notice.

(e-4) The comptroller:

- (1) with the advice of the property tax administration advisory board, shall adopt rules prescribing the form of the notice required by Subsection (e-2); and
- (2) may adopt rules regarding the format and delivery of the notice.

Text of subsection effective on January 01, 2021

(e-5) The governing body of a taxing unit shall include as an appendix to the taxing unit's budget for a fiscal year the tax rate calculation forms used by the designated officer or employee of the taxing unit to calculate the no-new-revenue tax rate and the voter-approval tax rate of the taxing unit for the tax year in which the fiscal year begins.

(f) If as a result of consolidation of taxing units a taxing unit includes territory that was in two or more taxing units in the preceding year, the amount of taxes imposed in each in the preceding year is combined for purposes of calculating the no-new-revenue and voter-approval tax rates under this section.

Text of subsection effective until January 01, 2021

(g) A person who owns taxable property is entitled to an injunction prohibiting the taxing unit in which the property is taxable from adopting a tax rate if the assessor or designated officer or employee of the unit, as applicable, has not complied with the computation or publication requirements of this section and the failure to comply was not in good faith.

Text of subsection effective on January 01, 2021

(g) A person who owns taxable property is entitled to an injunction prohibiting the taxing unit in which the property is taxable from adopting a tax rate if the assessor or designated officer or employee of the taxing unit, the chief appraiser of the applicable appraisal district, or the taxing unit, as applicable, has not complied with the computation, publication, or posting requirements of this section or Section 26.16, 26.17, or 26.18. It is a defense in an action for an injunction under this subsection that the failure to comply was in good faith.

(h) For purposes of this section, the anticipated collection rate of a taxing unit is the percentage relationship that the total amount of estimated tax collections for the current year bears to the total amount of taxes imposed for the current year. The total amount of estimated tax collections for the current year is the sum of the collector's estimate of:

- (1) the total amount of property taxes imposed in the current year that will be collected before July 1 of the following year, including any penalties and interest on those taxes that will be collected during that period; and
- (2) the total amount of delinquent property taxes imposed in previous years that will be collected on or after July 1 of the current year and before July 1 of the

following year, including any penalties and interest on those taxes that will be collected during that period.

- (h-1) Notwithstanding Subsection (h), if the anticipated collection rate of a taxing unit as calculated under that subsection is lower than the lowest actual collection rate of the taxing unit for any of the preceding three years, the anticipated collection rate of the taxing unit for purposes of this section is equal to the lowest actual collection rate of the taxing unit for any of the preceding three years.
- (h-2) The anticipated collection rate of a taxing unit for purposes of this section is the rate calculated under Subsection (h) as modified by Subsection (h-1), if applicable, regardless of whether that rate exceeds 100 percent.
- (i) This subsection applies to a taxing unit that has agreed by written contract to transfer a distinct department, function, or activity to another taxing unit and discontinues operating that distinct department, function, or activity if the operation of that department, function, or activity in all or a majority of the territory of the taxing unit is continued by another existing taxing unit or by a new taxing unit. The voter-approval tax rate of a taxing unit to which this subsection applies in the first tax year in which a budget is adopted that does not allocate revenue to the discontinued department, function, or activity is calculated as otherwise provided by this section, except that last year's levy used to calculate the no-new-revenue maintenance and operations rate of the taxing unit is reduced by the amount of maintenance and operations tax revenue spent by the taxing unit to operate the department, function, or activity for the 12 months preceding the month in which the calculations required by this chapter are made and in which the taxing unit operated the discontinued department, function, or activity. If the taxing unit did not operate that department, function, or activity for the full 12 months preceding the month in which the calculations required by this chapter are made, the taxing unit shall reduce last year's levy used for calculating the no-new-revenue maintenance and operations rate of the taxing unit by the amount of the revenue spent in the last full fiscal year in which the taxing unit operated the discontinued department, function, or activity.
- (j) This subsection applies to a taxing unit that had agreed by written contract to accept the transfer of a distinct department, function, or activity from another taxing unit and operates a distinct department, function, or activity if the operation of a substantially similar department, function, or activity in all or a majority of the territory of the taxing unit has been discontinued by another taxing unit, including a dissolved taxing unit. The voter-approval tax rate of a taxing unit to which this subsection applies in the first tax year after the other taxing unit discontinued the substantially similar department, function, or activity in which a budget is adopted that allocates revenue to the department, function, or activity is calculated as otherwise provided by this section, except that last year's levy used to calculate the no-new-revenue maintenance and operations rate of the taxing unit is increased by the amount of maintenance and operations tax revenue spent by the taxing unit that discontinued operating the substantially similar department, function, or activity to operate that department, function, or activity for the 12 months preceding the month in which the calculations required by this chapter are made and in which the taxing unit operated the discontinued department, function, or activity. If the taxing unit did not operate the discontinued department, function, or activity for the full 12 months preceding the month in which

the calculations required by this chapter are made, the taxing unit may increase last year's levy used to calculate the no-new-revenue maintenance and operations rate by an amount not to exceed the amount of property tax revenue spent by the discontinuing taxing unit to operate the discontinued department, function, or activity in the last full fiscal year in which the discontinuing taxing unit operated the department, function, or activity.

Sec. 26.041. TAX RATE OF UNIT IMPOSING ADDITIONAL SALES AND USE TAX.

- (a) In the first year in which an additional sales and use tax is required to be collected, the no-new-revenue tax rate and voter-approval tax rate for the taxing unit are calculated according to the following formulas:

NO-NEW-REVENUE TAX RATE = [(LAST YEAR'S LEVY - LOST PROPERTY LEVY) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] - SALES TAX GAIN RATE

and

VOTER-APPROVAL TAX RATE FOR SPECIAL TAXING UNIT = (NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE x 1.08) + (CURRENT DEBT RATE - SALES TAX GAIN RATE)

or

VOTER-APPROVAL TAX RATE FOR TAXING UNIT OTHER THAN SPECIAL TAXING UNIT = (NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE x 1.035) + (CURRENT DEBT RATE + UNUSED INCREMENT RATE - SALES TAX GAIN RATE)

where "sales tax gain rate" means a number expressed in dollars per \$100 of taxable value, calculated by dividing the revenue that will be generated by the additional sales and use tax in the following year as calculated under Subsection (d) by the current total value.

- (b) Except as provided by Subsections (a) and (c), in a year in which a taxing unit imposes an additional sales and use tax, the voter-approval tax rate for the taxing unit is calculated according to the following formula, regardless of whether the taxing unit levied a property tax in the preceding year:

VOTER-APPROVAL TAX RATE FOR SPECIAL TAXING UNIT = [(LAST YEAR'S MAINTENANCE AND OPERATIONS EXPENSE x 1.08) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] + (CURRENT DEBT RATE - SALES TAX REVENUE RATE)

or

VOTER-APPROVAL TAX RATE FOR TAXING UNIT OTHER THAN SPECIAL TAXING UNIT = [(LAST YEAR'S MAINTENANCE AND OPERATIONS EXPENSE x 1.035) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] + (CURRENT DEBT RATE + UNUSED INCREMENT RATE - SALES TAX REVENUE RATE)

where "last year's maintenance and operations expense" means the amount spent for maintenance and operations from property tax and additional sales and use tax revenues in the preceding year, and "sales tax revenue rate" means a number expressed in dollars per \$100 of taxable value, calculated by dividing the revenue that will be generated by the additional sales and use tax in the current year as calculated under Subsection (d) by the current total value.

- (c) In a year in which a taxing unit that has been imposing an additional sales and use tax ceases to impose an additional sales and use tax, the no-new-revenue tax rate and voter-approval tax rate for the taxing unit are calculated according to the following formulas:

NO-NEW-REVENUE TAX RATE = [(LAST YEAR'S LEVY - LOST PROPERTY LEVY) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] + SALES TAX LOSS RATE

and

VOTER-APPROVAL TAX RATE FOR SPECIAL TAXING UNIT = [(LAST YEAR'S MAINTENANCE AND OPERATIONS EXPENSE x 1.08) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] + CURRENT DEBT RATE

or

VOTER-APPROVAL TAX RATE FOR TAXING UNIT OTHER THAN SPECIAL TAXING UNIT = [(LAST YEAR'S MAINTENANCE AND OPERATIONS EXPENSE x 1.035) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] + (CURRENT DEBT RATE + UNUSED INCREMENT RATE)

where "sales tax loss rate" means a number expressed in dollars per \$100 of taxable value, calculated by dividing the amount of sales and use tax revenue generated in the last four quarters for which the information is available by the current total value and "last year's maintenance and operations expense" means the amount spent for maintenance and operations from property tax and additional sales and use tax revenues in the preceding year.

- (c-1) Notwithstanding any other provision of this section, the governing body of a taxing unit other than a special taxing unit may direct the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit if any part of the taxing unit is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States. The designated officer or employee shall continue calculating the voter-approval tax rate in the manner provided by this subsection until the earlier of:

(1) the second tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred; or

(2) the third tax year after the tax year in which the disaster occurred.

- (d) In order to determine the amount of additional sales and use tax revenue for purposes of this section, the designated officer or employee shall use the sales and use tax revenue for the last preceding four quarters for which the information is available as the basis for projecting the additional sales and use tax revenue for the current tax year. If the rate of the additional sales and use tax is increased or reduced, the projection to be used for the first tax year after the effective date of the sales and use tax change shall be adjusted to exclude any revenue gained or lost because of the sales and use tax rate change. If the unit did not impose an additional sales and use tax for the last preceding four quarters, the designated officer or employee shall request the comptroller of public accounts to provide to the officer or employee a report showing the estimated amount of taxable sales and uses within the unit for the previous four quarters as compiled by

the comptroller, and the comptroller shall comply with the request. The officer or employee shall prepare the estimate of the additional sales and use tax revenue for the first year of the imposition of the tax by multiplying the amount reported by the comptroller by the appropriate additional sales and use tax rate and by multiplying that product by .95.

- (e) If a city that imposes an additional sales and use tax receives payments under the terms of a contract executed before January 1, 1986, in which the city agrees not to annex certain property or a certain area and the owners or lessees of the property or of property in the area agree to pay at least annually to the city an amount determined by reference to all or a percentage of the property tax rate of the city and all or a part of the value of the property subject to the agreement or included in the area subject to the agreement, the governing body, by order adopted by a majority vote of the governing body, may direct the designated officer or employee to add to the no-new-revenue and voter-approval tax rates the amount that, when applied to the total taxable value submitted to the governing body, would produce an amount of taxes equal to the difference between the total amount of payments for the tax year under contracts described by this subsection under the voter-approval tax rate calculated under this section and the total amount of payments for the tax year that would have been obligated to the city if the city had not adopted an additional sales and use tax.
- (f) An estimate made by the comptroller under Subsection (d) of this section need not be adjusted to take into account any projection of additional revenue attributable to increases in the total value of items taxable under the state sales and use tax because of amendments of Chapter 151, Tax Code.
- (g) If the rate of the additional sales and use tax is increased, the designated officer or employee shall make two projections, in the manner provided by Subsection (d), of the revenue generated by the additional sales and use tax in the following year. The first projection must take into account the increase and the second projection must not take into account the increase. The designated officer or employee shall then subtract the amount of the result of the second projection from the amount of the result of the first projection to determine the revenue generated as a result of the increase in the additional sales and use tax. In the first year in which an additional sales and use tax is increased, the no-new-revenue tax rate for the taxing unit is the no-new-revenue tax rate before the increase minus a number the numerator of which is the revenue generated as a result of the increase in the additional sales and use tax, as determined under this subsection, and the denominator of which is the current total value minus the new property value.
- (h) If the rate of the additional sales and use tax is decreased, the designated officer or employee shall make two projections, in the manner provided by Subsection (d), of the revenue generated by the additional sales and use tax in the following year. The first projection must take into account the decrease and the second projection must not take into account the decrease. The designated officer or employee shall then subtract the amount of the result of the first projection from the amount of the result of the second projection to determine the revenue lost as a result of the decrease in the additional sales and use tax. In the first year in which an additional sales and use tax is decreased, the no-new-revenue tax rate for the taxing unit is the no-new-revenue tax rate before the decrease plus a number the numerator of which is the revenue lost as a result of the

decrease in the additional sales and use tax, as determined under this subsection, and the denominator of which is the current total value minus the new property value.

- (i) Any amount derived from the sales and use tax that is or will be distributed by a county to the recipient of an economic development grant made under Chapter 381, Local Government Code, is not considered to be sales and use tax revenue for purposes of this section.

Text of subsection effective until April 01, 2021

- (j) Any amount derived from the sales and use tax that is retained by the comptroller under Section 4 or 5, Chapter 1507, Acts of the 76th Legislature, Regular Session, 1999 (Article 5190.14, Vernon's Texas Civil Statutes), is not considered to be sales and use tax revenue for purposes of this section.

Text of subsection effective on April 01, 2021

- (j) Any amount derived from the sales and use tax that is retained by the comptroller under Chapters 476 or 477, Government Code, is not considered to be sales and use tax revenue for purposes of this section.

Sec. 26.05. TAX RATE.

- (a) The governing body of each taxing unit shall adopt a tax rate for the current tax year and shall notify the assessor for the taxing unit of the rate adopted. The governing body must adopt a tax rate before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit, except that the governing body must adopt a tax rate that exceeds the voter-approval tax rate not later than the 71st day before the next uniform election date prescribed by Section 41.001, Election Code, that occurs in November of that year. The tax rate consists of two components, each of which must be approved separately. The components are:
 - (1) for a taxing unit other than a school district, the rate that, if applied to the total taxable value, will impose the total amount described by Section 26.04(e)(3)(C), less any amount of additional sales and use tax revenue that will be used to pay debt service, or, for a school district, the rate calculated under Section 44.004(c)(5)(A)(ii)(b), Education Code; and
 - (2) the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the taxing unit for the next year.
- (b) A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget. For a taxing unit other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order. For a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the sum of the no-new-revenue maintenance and operations tax rate of the district as determined under Section 26.08(i) and the district's current debt rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order. A motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax

rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate." If the ordinance, resolution, or order sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must:

- (1) include in the ordinance, resolution, or order in type larger than the type used in any other portion of the document:
 - (A) the following statement: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE."; and
 - (B) if the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement: "THE TAX RATE WILL EFFECTIVELY BE RAISED BY (INSERT PERCENTAGE BY WHICH THE TAX RATE EXCEEDS THE NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$(Insert amount)."; and
- (2) include on the home page of the Internet website of the taxing unit:
 - (A) the following statement: "(Insert name of taxing unit) ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE"; and
 - (B) if the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement: "THE TAX RATE WILL EFFECTIVELY BE RAISED BY (INSERT PERCENTAGE BY WHICH THE TAX RATE EXCEEDS THE NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$(Insert amount)."
- (c) If the governing body of a taxing unit does not adopt a tax rate before the date required by Subsection (a), the tax rate for the taxing unit for that tax year is the lower of the no-new-revenue tax rate calculated for that tax year or the tax rate adopted by the taxing unit for the preceding tax year. A tax rate established by this subsection is treated as an adopted tax rate. Before the fifth day after the establishment of a tax rate by this subsection, the governing body of the taxing unit must ratify the applicable tax rate in the manner required by Subsection (b).
- (d) The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held a public hearing on the proposed tax rate and has otherwise complied with Section 26.06 and Section 26.065. The governing body of a taxing unit shall reduce a tax rate set by law or by vote of the electorate to the lower of the voter-approval tax rate or the no-new-revenue tax rate and may not adopt a higher rate unless it first complies with Section 26.06.

- (d-1) The governing body of a taxing unit other than a school district may not hold a public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the fifth day after the date the chief appraiser of each appraisal district in which the taxing unit participates has:
 - (1) delivered the notice required by Section 26.04(e-2); and
 - (2) complied with Section 26.17(f).
- (d-2) Notwithstanding Subsection (a), the governing body of a taxing unit other than a school district may not adopt a tax rate until the chief appraiser of each appraisal district in which the taxing unit participates has complied with Subsection (d-1).
- (e) A person who owns taxable property is entitled to an injunction restraining the collection of taxes by a taxing unit in which the property is taxable if the taxing unit has not complied with the requirements of this section or Section 26.04. It is a defense in an action for an injunction under this subsection that the failure to comply was in good faith. An action to enjoin the collection of taxes must be filed not later than the 15th day after the date the taxing unit adopts a tax rate. A property owner is not required to pay the taxes imposed by a taxing unit on the owner's property while an action filed by the property owner to enjoin the collection of taxes imposed by the taxing unit on the owner's property is pending. If the property owner pays the taxes and subsequently prevails in the action, the property owner is entitled to a refund of the taxes paid, together with reasonable attorney's fees and court costs. The property owner is not required to apply to the collector for the taxing unit to receive the refund.
- (e-1) The governing body of a taxing unit that imposes an additional sales and use tax may not adopt the component of the tax rate of the taxing unit described by Subsection (a)(1) of this section until the chief financial officer or the auditor for the taxing unit submits to the governing body of the taxing unit a written certification that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount described by Section 26.04(e)(3)(C) as required by Subsection (a)(1) of this section. The comptroller shall prescribe the form of the certification required by this subsection and the manner in which it is required to be submitted.
- (f) Except as required by the law under which an obligation was created, the governing body may not apply any tax revenues generated by the rate described in Subsection (a)(1) of this section for any purpose other than the retirement of debt.
- (g) Notwithstanding Subsection (a), the governing body of a school district that elects to adopt a tax rate before the adoption of a budget for the fiscal year that begins in the current tax year may adopt a tax rate for the current tax year before receipt of the certified appraisal roll for the school district if the chief appraiser of the appraisal district in which the school district participates has certified to the assessor for the school district an estimate of the taxable value of property in the school district as provided by Section 26.01(e). If a school district adopts a tax rate under this subsection, the no-new-revenue tax rate and the voter-approval tax rate of the district shall be calculated based on the certified estimate of taxable value.

Sec. 26.06. NOTICE, HEARING, AND VOTE ON TAX INCREASE.

- (a) A public hearing required by Section 26.05 may not be held before the fifth day after the date the notice of the public hearing is given. The hearing must be on a weekday that is not a public holiday. The hearing must be held inside the boundaries of the unit

in a publicly owned building or, if a suitable publicly owned building is not available, in a suitable building to which the public normally has access. At the hearing, the governing body must afford adequate opportunity for proponents and opponents of the tax increase to present their views.

(b) The notice of a public hearing may not be smaller than one-quarter page of a standard-size or a tabloid-size newspaper, and the headline on the notice must be in 24-point or larger type.

(b-1) If the proposed tax rate exceeds the no-new-revenue tax rate and the voter-approval tax rate of the taxing unit, the notice must contain a statement in the following form:

"NOTICE OF PUBLIC HEARING ON TAX INCREASE

"PROPOSED TAX RATE \$_____ per \$100

"NO-NEW-REVENUE TAX RATE \$_____ per \$100

"VOTER-APPROVAL TAX RATE \$_____ per \$100

"The no-new-revenue tax rate is the tax rate for the (current tax year) tax year that will raise the same amount of property tax revenue for (name of taxing unit) from the same properties in both the (preceding tax year) tax year and the (current tax year) tax year.

"The voter-approval tax rate is the highest tax rate that (name of taxing unit) may adopt without holding an election to seek voter approval of the rate.

"The proposed tax rate is greater than the no-new-revenue tax rate. This means that (name of taxing unit) is proposing to increase property taxes for the (current tax year) tax year.

"A public hearing on the proposed tax rate will be held on (date and time) at (meeting place).

"The proposed tax rate is also greater than the voter-approval tax rate. If (name of taxing unit) adopts the proposed tax rate, (name of taxing unit) is required to hold an election so that the voters may accept or reject the proposed tax rate. If a majority of the voters reject the proposed tax rate, the tax rate of the (name of taxing unit) will be the voter-approval tax rate. The election will be held on (date of election). You may contact the (name of office responsible for administering the election) for information about voting locations. The hours of voting on election day are (voting hours).

"Your taxes owed under any of the tax rates mentioned above can be calculated as follows:

"Property tax amount = tax rate x taxable value of your property / 100

"(Names of all members of the governing body, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating the absences.)

"The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state."

(b-2) If the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate of the taxing unit, the notice must contain a statement in the following form:

"NOTICE OF PUBLIC HEARING ON TAX INCREASE

"PROPOSED TAX RATE \$_____ per \$100

"NO-NEW-REVENUE TAX RATE \$_____ per \$100

"VOTER-APPROVAL TAX RATE \$_____ per \$100

"The no-new-revenue tax rate is the tax rate for the (current tax year) tax year that will raise the same amount of property tax revenue for (name of taxing unit) from the same properties in both the (preceding tax year) tax year and the (current tax year) tax year.

"The voter-approval tax rate is the highest tax rate that (name of taxing unit) may adopt without holding an election to seek voter approval of the rate.

"The proposed tax rate is greater than the no-new-revenue tax rate. This means that (name of taxing unit) is proposing to increase property taxes for the (current tax year) tax year.

"A public hearing on the proposed tax rate will be held on (date and time) at (meeting place).

"The proposed tax rate is not greater than the voter-approval tax rate. As a result, (name of taxing unit) is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the (name of governing body) of (name of taxing unit) at their offices or by attending the public hearing mentioned above.

"Your taxes owed under any of the tax rates mentioned above can be calculated as follows:

"Property tax amount = tax rate x taxable value of your property / 100

"(Names of all members of the governing body, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating the absences.)

"The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state."

(b-3) If the proposed tax rate does not exceed the no-new-revenue tax rate but exceeds the voter-approval tax rate of the taxing unit, the notice must contain a statement in the following form:

"NOTICE OF PUBLIC HEARING ON TAX RATE

"PROPOSED TAX RATE \$_____ per \$100

"NO-NEW-REVENUE TAX RATE \$_____ per \$100

"VOTER-APPROVAL TAX RATE \$_____ per \$100

"The no-new-revenue tax rate is the tax rate for the (current tax year) tax year that will raise the same amount of property tax revenue for (name of taxing unit) from the same properties in both the (preceding tax year) tax year and the (current tax year) tax year.

"The voter-approval tax rate is the highest tax rate that (name of taxing unit) may adopt without holding an election to seek voter approval of the rate.

"The proposed tax rate is not greater than the no-new-revenue tax rate. This means that (name of taxing unit) is not proposing to increase property taxes for the (current tax year) tax year.

"A public hearing on the proposed tax rate will be held on (date and time) at (meeting place).

"The proposed tax rate is greater than the voter-approval tax rate. If (name of taxing unit) adopts the proposed tax rate, (name of taxing unit) is required to hold an election so that the voters may accept or reject the proposed tax rate. If a majority of the voters reject the proposed tax rate, the tax rate of the (name of taxing unit) will be the voter-approval tax rate. The election will be held on (date of election). You may contact

the (name of office responsible for administering the election) for information about voting locations. The hours of voting on election day are (voting hours).

"Your taxes owed under any of the tax rates mentioned above can be calculated as follows:

"Property tax amount = tax rate x taxable value of your property / 100

"(Names of all members of the governing body, showing how each voted on the proposal to consider the tax rate or, if one or more were absent, indicating the absences.)

"The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state."

- (b-4) In addition to including the information described by Subsection (b-1), (b-2), or (b-3), as applicable, the notice must include the information described by Section 26.062.
- (c) The notice of a public hearing under this section may be delivered by mail to each property owner in the taxing unit, or may be published in a newspaper. If the notice is published in a newspaper, it may not be in the part of the paper in which legal notices and classified advertisements appear. If the taxing unit publishes the notice in a newspaper, the taxing unit must also post the notice prominently on the home page of the Internet website of the taxing unit from the date the notice is first published until the public hearing is concluded.
- (d) The governing body may vote on the proposed tax rate at the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate.
- (e) A meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing. The meeting must be held inside the boundaries of the taxing unit in a publicly owned building or, if a suitable publicly owned building is not available, in a suitable building to which the public normally has access.
- (f) Repealed by Acts 2005, 79th Leg., Ch. 1368, Sec. 6, eff. June 18, 2005.
- (g) This section does not apply to a school district. A school district shall provide notice of a public hearing on a tax increase as required by Section 44.004, Education Code.

Sec. 26.061. NOTICE OF MEETING TO VOTE ON PROPOSED TAX RATE THAT DOES NOT EXCEED LOWER OF NO-NEW-REVENUE OR VOTER-APPROVAL TAX RATE.

- (a) This section applies only to the governing body of a taxing unit other than a school district that proposes to adopt a tax rate that does not exceed the lower of the no-new-revenue tax rate or the voter-approval tax rate calculated as provided by this chapter.
- (b) The notice of the meeting at which the governing body of the taxing unit will vote on the proposed tax rate must contain a statement in the following form:

"NOTICE OF MEETING TO VOTE ON TAX RATE

"PROPOSED TAX RATE \$ _____ per \$100
"NO-NEW-REVENUE TAX RATE \$ _____ per \$100
"VOTER-APPROVAL TAX RATE \$ _____ per \$100

"The no-new-revenue tax rate is the tax rate for the (current tax year) tax year that will raise the same amount of property tax revenue for (name of taxing unit) from the same properties in both the (preceding tax year) tax year and the (current tax year) tax year.

"The voter-approval tax rate is the highest tax rate that (name of taxing unit) may adopt without holding an election to seek voter approval of the rate.

"The proposed tax rate is not greater than the no-new-revenue tax rate. This means that (name of taxing unit) is not proposing to increase property taxes for the (current tax year) tax year.

"A public meeting to vote on the proposed tax rate will be held on (date and time) at (meeting place).

"The proposed tax rate is also not greater than the voter-approval tax rate. As a result, (name of taxing unit) is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the (name of governing body) of (name of taxing unit) at their offices or by attending the public meeting mentioned above.

"Your taxes owed under any of the above rates can be calculated as follows:

"Property tax amount = tax rate x taxable value of your property / 100

"(Names of all members of the governing body, showing how each voted on the proposed tax rate or, if one or more were absent, indicating the absences.)

"The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state."

- (c) In addition to including the information described by Subsection (b), the notice must include the information described by Section 26.062.
- (d) The notice required under this section must be provided in the manner required under Section 26.06(c).

Sec. 26.062. ADDITIONAL INFORMATION TO BE INCLUDED IN TAX RATE NOTICE.

- (a) In addition to the information described by Section 26.06(b-1), (b-2), or (b-3) or 26.061, as applicable, a notice required by that provision must include at the end of the notice:
 - (1) a statement in the following form:

"The following table compares the taxes imposed on the average residence homestead by (name of taxing unit) last year to the taxes proposed to be imposed on the average residence homestead by (name of taxing unit) this year:";
 - (2) a table in the form required by this section following the statement described by Subdivision (1); and
 - (3) a statement in the following form following the table:
 - (A) if the tax assessor for the taxing unit maintains an Internet website: "For assistance with tax calculations, please contact the tax assessor for (name of taxing unit) at (telephone number) or (e-mail address), or visit (Internet website address) for more information."; or
 - (B) if the tax assessor for the taxing unit does not maintain an Internet website: "For assistance with tax calculations, please contact the tax assessor for (name of taxing unit) at (telephone number) or (e-mail address)."
- (b) The table must contain five rows and four columns.
- (c) The first row must appear as follows:
 - (1) the first column of the first row must be left blank;
 - (2) the second column of the first row must state the year corresponding to the preceding tax year;

- (3) the third column of the first row must state the year corresponding to the current tax year; and
 - (4) the fourth column of the first row must be entitled "Change".
- (d) The second row must appear as follows:
- (1) the first column of the second row must be entitled "Total tax rate (per \$100 of value)";
 - (2) the second column of the second row must state the adopted tax rate for the preceding tax year;
 - (3) the third column of the second row must state the proposed tax rate for the current tax year; and
 - (4) the fourth column of the second row must state the nominal and percentage difference between the adopted tax rate for the preceding tax year and the proposed tax rate for the current tax year as follows: "(increase or decrease, as applicable) of (nominal difference between tax rate stated in second column of second row and tax rate stated in third column of second row) per \$100, or (percentage difference between tax rate stated in second column of second row and tax rate stated in third column of second row)%".
- (e) The third row must appear as follows:
- (1) the first column of the third row must be entitled "Average homestead taxable value";
 - (2) the second column of the third row must state the average taxable value of a residence homestead in the taxing unit for the preceding tax year;
 - (3) the third column of the third row must state the average taxable value of a residence homestead in the taxing unit for the current tax year; and
 - (4) the fourth column of the third row must state the percentage difference between the average taxable value of a residence homestead in the taxing unit for the preceding tax year and the average taxable value of a residence homestead in the taxing unit for the current tax year as follows: "(increase or decrease, as applicable) of (percentage difference between amount stated in second column of third row and amount stated in third column of third row)%".
- (f) The fourth row must appear as follows:
- (1) the first column of the fourth row must be entitled "Tax on average homestead";
 - (2) the second column of the fourth row must state the amount of taxes imposed by the taxing unit in the preceding tax year on a residence homestead with a taxable value equal to the average taxable value of a residence homestead in the taxing unit in the preceding tax year;
 - (3) the third column of the fourth row must state the amount of taxes that would be imposed by the taxing unit in the current tax year on a residence homestead with a taxable value equal to the average taxable value of a residence homestead in the taxing unit in the current tax year if the taxing unit adopted the proposed tax rate; and
 - (4) the fourth column of the fourth row must state the nominal and percentage difference between the amount of taxes imposed by the taxing unit in the preceding tax year on a residence homestead with a taxable value equal to the average taxable value of a residence homestead in the taxing unit in the preceding tax year and the amount of taxes that would be imposed by the taxing unit in the current tax year on

a residence homestead with a taxable value equal to the average taxable value of a residence homestead in the taxing unit in the current tax year if the taxing unit adopted the proposed tax rate, as follows: "(increase or decrease, as applicable) of (nominal difference between amount stated in second column of fourth row and amount stated in third column of fourth row), or (percentage difference between amount stated in second column of fourth row and amount stated in third column of fourth row)%".

- (g) The fifth row must appear as follows:
- (1) the first column of the fifth row must be entitled "Total tax levy on all properties";
 - (2) the second column of the fifth row must state the amount equal to last year's levy;
 - (3) the third column of the fifth row must state the amount computed by multiplying the proposed tax rate by the current total value and dividing the product by 100; and
 - (4) the fourth column of the fifth row must state the nominal and percentage difference between the total amount of taxes imposed by the taxing unit in the preceding tax year and the amount that would be imposed by the taxing unit in the current tax year if the taxing unit adopted the proposed tax rate, as follows: "(increase or decrease, as applicable) of (nominal difference between amount stated in second column of fifth row and amount stated in third column of fifth row), or (percentage difference between amount stated in second column of fifth row and amount stated in third column of fifth row)%".
- (h) In calculating the average taxable value of a residence homestead in the taxing unit for the preceding tax year and the current tax year for purposes of Subsections (e) and (f), any residence homestead exemption available only to disabled persons, persons 65 years of age or older, or their surviving spouses must be disregarded.

Sec. 26.065. SUPPLEMENTAL NOTICE OF HEARING ON TAX RATE INCREASE.

- (a) In addition to the notice required under Section 26.06, the governing body of a taxing unit required to hold a public hearing by Section 26.05(d) shall give notice of the hearing in the manner provided by this section.
- (b) The taxing unit shall post notice of the public hearing prominently on the home page of the Internet website of the taxing unit continuously for at least seven days immediately before the public hearing on the proposed tax rate increase and at least seven days immediately before the date of the vote proposing the increase in the tax rate.
- (c) If the taxing unit has free access to a television channel, the taxing unit shall request that the station carry a 60-second notice of the public hearing at least five times a day between the hours of 7 a.m. and 9 p.m. for at least seven days immediately before the public hearing on the proposed tax rate increase and at least seven days immediately before the date of the vote proposing the increase in the tax rate.
- (d) The notice of the public hearing required by Subsection (b) must contain a statement that is substantially the same as the statement required by Section 26.06(b).
- (e) This section does not apply to a taxing unit if the taxing unit:
 - (1) is unable to comply with the requirements of this section because of the failure of an electronic or mechanical device, including a computer or server; or

- (2) is unable to comply with the requirements of this section due to other circumstances beyond its control.
- (f) A person who owns taxable property is not entitled to an injunction restraining the collection of taxes by a taxing unit in which the property is taxable if the taxing unit has, in good faith, attempted to comply with the requirements of this section.

Sec. 26.07. AUTOMATIC ELECTION TO APPROVE TAX RATE OF TAXING UNIT OTHER THAN SCHOOL DISTRICT.

- (a) This section applies to a taxing unit other than a school district.
- (b) If the governing body of a special taxing unit or a municipality with a population of 30,000 or more adopts a tax rate that exceeds the taxing unit's voter-approval tax rate, or the governing body of a taxing unit other than a special taxing unit or a municipality with a population of less than 30,000 regardless of whether it is a special taxing unit adopts a tax rate that exceeds the greater of the taxing unit's voter-approval tax rate or de minimis rate, the registered voters of the taxing unit at an election held for that purpose must determine whether to approve the adopted tax rate. When increased expenditure of money by a taxing unit is necessary to respond to a disaster, including a tornado, hurricane, flood, wildfire, or other calamity, but not including a drought, that has impacted the taxing unit and the governor has declared any part of the area in which the taxing unit is located as a disaster area, an election is not required under this section to approve the tax rate adopted by the governing body for the year following the year in which the disaster occurs.
- (c) The governing body shall order that the election be held in the taxing unit on the uniform election date prescribed by Section 41.001, Election Code, that occurs in November of the applicable tax year. The order calling the election may not be issued later than the 71st day before the date of the election. At the election, the ballots shall be prepared to permit voting for or against the proposition: "Approving the ad valorem tax rate of \$_____ per \$100 valuation in (name of taxing unit) for the current year, a rate that is \$_____ higher per \$100 valuation than the voter-approval tax rate of (name of taxing unit), for the purpose of (description of purpose of increase). Last year, the ad valorem tax rate in (name of taxing unit) was \$_____ per \$100 valuation." The ballot proposition must include the adopted tax rate, the difference between the adopted tax rate and the voter-approval tax rate, and the taxing unit's tax rate for the preceding tax year in the appropriate places.
- (d) If a majority of the votes cast in the election favor the proposition, the tax rate for the current year is the rate that was adopted by the governing body.
- (e) If the proposition is not approved as provided by Subsection (d), the taxing unit's tax rate for the current tax year is the taxing unit's voter-approval tax rate.
- (f) If, after tax bills for the taxing unit have been mailed, a proposition to approve the taxing unit's adopted tax rate is not approved by the voters of the taxing unit at an election held under this section, the assessor for the taxing unit shall prepare and mail corrected tax bills. The assessor shall include with the bill a brief explanation of the reason for and effect of the corrected bill.
- (g) If a property owner pays taxes calculated using the originally adopted tax rate of the taxing unit and the proposition to approve the adopted tax rate is not approved by voters, the taxing unit shall refund the difference between the amount of taxes paid and the amount due under the voter-approval tax rate if the difference between the amount

of taxes paid and the amount due under the voter-approval tax rate is \$1 or more. If the difference between the amount of taxes paid and the amount due under the voter-approval tax rate is less than \$1, the taxing unit shall refund the difference on request of the taxpayer. An application for a refund of less than \$1 must be made within 90 days after the date the refund becomes due or the taxpayer forfeits the right to the refund.

Sec. 26.18. POSTING OF TAX RATE AND BUDGET INFORMATION BY TAXING UNIT ON WEBSITE.

Each taxing unit shall maintain an Internet website or have access to a generally accessible Internet website that may be used for the purposes of this section. Each taxing unit shall post or cause to be posted on the Internet website the following information in a format prescribed by the comptroller:

- (1) the name of each member of the governing body of the taxing unit;
- (2) the mailing address, e-mail address, and telephone number of the taxing unit;
- (3) the official contact information for each member of the governing body of the taxing unit, if that information is different from the information described by Subdivision (2);
- (4) the taxing unit's budget for the preceding two years;
- (5) the taxing unit's proposed or adopted budget for the current year;
- (6) the change in the amount of the taxing unit's budget from the preceding year to the current year, by dollar amount and percentage;
- (7) in the case of a taxing unit other than a school district, the amount of property tax revenue budgeted for maintenance and operations for:
 - (A) the preceding two years; and
 - (B) the current year;
- (8) in the case of a taxing unit other than a school district, the amount of property tax revenue budgeted for debt service for:
 - (A) the preceding two years; and
 - (B) the current year;
- (9) the tax rate for maintenance and operations adopted by the taxing unit for the preceding two years;
- (10) in the case of a taxing unit other than a school district, the tax rate for debt service adopted by the taxing unit for the preceding two years;
- (11) in the case of a school district, the interest and sinking fund tax rate adopted by the district for the preceding two years;
- (12) the tax rate for maintenance and operations proposed by the taxing unit for the current year;
- (13) in the case of a taxing unit other than a school district, the tax rate for debt service proposed by the taxing unit for the current year;
- (14) in the case of a school district, the interest and sinking fund tax rate proposed by the district for the current year; and
- (15) the most recent financial audit of the taxing unit.

From: [Michael Boyter](#)
To: [Michael Wells](#)
Cc: [Brian Bosshardt](#); [Michael Boyter](#)
Subject: Request for Agenda Item for Tuesday, January 14, 2020 Council Meeting
Date: Wednesday, January 8, 2020 11:11:50 AM

Michael,

Please add an item to the executive portion of the upcoming Council meeting on Tuesday, January 14, 2020. This item is to conduct a performance evaluation of the City Manager. If you have any questions about this item, feel free to contact me. Thanks.

Michael

--

Michael Boyter

Mayor

City of Bedford

2000 Forest Ridge Drive, Bedford, TX 76021-5713

Office: 817-952-2108 | Fax: 817-952-2103 | Michael.Boyter@bedfordtx.gov

From: [Michael Boyter](#)
To: [Michael Wells](#)
Cc: [Brian Bosshardt](#); [Michael Boyter](#)
Subject: Agenda Item for Council Meeting to be held on Tuesday, January 14, 2020
Date: Wednesday, January 8, 2020 11:06:14 AM

Michael,

I would like to add an agenda item for discussion in the executive session [portion of the upcoming Council meeting to be held on Tuesday, January 14, 2020. Please add an item to seek advice from the City Attorney regarding the Schumac plat. Please word this item as feel appropriate. Thanks. If you have any questions about this, feel free to contact me.

Michael

--

Michael Boyter

Mayor

City of Bedford

2000 Forest Ridge Drive, Bedford, TX 76021-5713

Office: 817-952-2108 | Fax: 817-952-2103 | Michael.Boyter@bedfordtx.gov



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/14/20

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) December 10, 2019 regular meeting
- b) December 18, 2019 work session

DISCUSSION:

N/A

ATTACHMENTS:

December 10, 2019 regular meeting
December 18, 2019 work session

Council Minutes December 10, 2019

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 10th day of December, 2019 with the following members present:

Michael Boyter	Mayor
Tom Burnett	Councilmembers
Dan Cogan	
Ruth Culver	
Roger Fisher	
Amy Sabol	
Rusty Sartor	

constituting a quorum.

Staff present included:

Brian Bosshardt	City Manager
Cliff Blackwell	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Sean Fay	Fire Chief
Natalie Foster	Public Information Officer
Joey Lankford	Deputy Fire Chief/Fire Marshal
Kenny Overstreet	Public Works Director

COUNCIL CHAMBER WORK SESSION

Mayor Boyter called the Work Session to order at 5:30 p.m.

- **Staff will present a final presentation on the Water Line Condition Assessment.**

Public Works Director Kenny Overstreet stated the City entered into a contract with Pure Water Technologies in December 2018 for a water line assessment to satisfy the requirements of the State Water Implementation Fund for Texas (SWIFT) loan. Tasks for the assessment included an external leak detection of all water mains and an assessment of all valves and hydrant mains, as well as an inspection of bar wrapped water mains. Once the information was compiled, Kimley-Horn developed assessment booklets for water line renewals.

Richard Pousard with Pure Water Technologies presented information on the steps in the assessment, including data collection from information provided by the City to develop a customized inspection work plan, field work to collect data, prioritization of projects based on that data, and recommendations on repairs and rehabilitation of the system. Mr. Pousard and Todd Strouse with Kimley-Horn and Associates presented information on the number of valve assessments performed; data on valve operability and hydrant assessments, including work

Council Minutes December 10, 2019

orders generated from the data; the external leak detection program, including data on leak findings, types of leaks, and the benefits of the program; the assessment of the bar-wrapped water main on Cummings Drive, including typical modes of failure in such pipes and anomalies found in the main; the development of an asset management risk plan and asset management program from Kimley-Horn, including how projects were prioritized; and a summary of projects identified for rehabilitation and replacement, totaling 81 projects for approximately \$46,833,000. There was discussion on the number of valves and hydrants that could not be located and outdated information in the City's Geographic Information System; the expectations on the work orders generated from the assessment; inspections performed during the installation of the automated water meters; the volume of water leaks; the steps the City will take based on results and recommendations of the assessment; the number of leaks for which the City is responsible that have been repaired; and how often a leak detection assessment should be performed and doing it in-house in the future. In response to questions from Council, it was stated ten of the 81 identified projects are considered high risk; that SWIFT funds would be used for the repairs; and that all hydrants identified as nonoperational were repaired or replaced.

REGULAR SESSION

The Regular Session began at 6:39 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Boyter called the meeting to order.

INVOCATION (Father Joseph Francis, St. Vincent's Cathedral)

Father Joseph Francis with St. Vincent's Cathedral gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledges of Allegiance to the flags of the United States and Texas were given.

ANNOUNCEMENTS/UPCOMING EVENTS

Public Information Officer Natalie Foster reported on upcoming events, including a Christmas adoption event at the Animal Shelter through December 21, 2019 and the upcoming classes for the Police and Fire Department Citizen Academies. She also reported on the closure schedule for City offices during the holidays.

Mayor Boyter discussed the recent passing of Lee Ferguson in the Fire Department and stated his family and the Fire Department were in everybody's thoughts and prayers.

OPEN FORUM

Dave Gebhart, 625 Merrill Drive, Bedford – Mr. Gebhart signed up to speak on Item #6. He encouraged the Council to consider Gary Losado for the Tarrant Appraisal District Board. He stated Mr. Losado has tremendous experience and is committed to transparency and reform for the Board. He stated Mr. Losado has committed to appearing before Council to let them know how things are going and answer questions. He felt there is a need for reform-minded people on the Board due to problems with software and commercial assessments.

Council Minutes December 10, 2019

CONSIDER APPROVAL OF ITEMS BY CONSENT

City Manager Brian Bosshardt presented an overview of items on the consent agenda.

Motioned by Councilmember Culver, seconded by Councilmember Burnett, to approve the following items by consent: 1, 2 and 3.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

- 1. Consider approval of the following City Council minutes:**
 - a) November 12, 2019 regular meeting**
 - b) November 26, 2019 work session**

This item was approved by consent.

- 2. Consider a resolution authorizing the City Manager to approve the FY 19-20 payment to the Northeast Transportation Services Urban Transit District, in the amount of \$73,215, for operation of an on-demand transportation service.**

This item was approved by consent.

- 3. Consider a resolution of the City Council of Bedford, Texas authorizing the application for the submission and receipt of the Solid Waste Pass Through Grant Program from the Texas Commission of Environmental Quality (TCEQ) through the North Texas Council of Governments (NCTCOG).**

This item was approved by consent.

COUNCIL RECOGNITION

4. Employee Service Recognition

The following employees received recognition for dedicated service and commitment to the City of Bedford:

Sal Caruso, Police Department - 5 years of service

Tony Harrington, Fire Department - 25 years of service

NEW BUSINESS

- 5. Public hearing and consider an ordinance to rezone Lots ER, FR1 and CR1, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/New & Used Cars and Truck Sales/Service (H/SUP), specific to Section 3.2.C(8)d. of the City of Bedford Zoning Ordinance, allowing for The Hertz Corporation to operate a motor vehicle sales and rental service. The property is generally located north of Airport Freeway and west of Reliance Parkway. (PZ-SUP-2019-50098)**

Development Director Bill Syblon presented information regarding this item, which is a request for a specific use permit (SUP) for Hertz Corporation to operate a motor vehicle sales and rental service at 3737 Airport Freeway. The original use for the property was car sales and service, and

Council Minutes December 10, 2019

the previous SUP expired and only applied to Mac Churchill. Hertz proposes to sell retired vehicles from their fleet to the public and lease vehicles to ride share drivers. They plan little-to-no modifications to the site. Mr. Syblon stated the property is legal non-conforming relative to the required 30-foot landscape buffer in the Master Highway Corridor Overlay District due to the highway widening. The City's Comprehensive Land Use Plan indicates the location as commercial, and the proposed use is consistent with the Plan. This item was unanimously approved by the Planning and Zoning Commission at their meeting on November 14, 2019. In response to questions from Council, Mr. Syblon stated one person spoke at the Commission meeting who voiced concerns over the site, and the Commission did not make a recommendation to make the SUP specific to Hertz. There was discussion on the location of Hertz and another tenant on the site, and the speaker at the Commission meeting.

Ed Boss, 740 E. Campbell Road, Richardson, Texas – Mr. Richardson, representing Hertz, discussed what section of the property Hertz is leasing from the property owner.

Kenny Wilder, 8340 Parkwood Drive, North Richland Hills, Texas – Mr. Wilder, the regional manager for Hertz, stated they intend to keep the location clean, neat and orderly. He further stated they are strict about their properties and would not park any vehicles on a neighboring property. The hours of operation would be Monday to Friday from 10:00 a.m. to 8:00 p.m., and Saturday from 9:00 a.m. to 7:00 p.m.

Mayor Boyter opened the public hearing at 7:09 p.m.

Aldwin Zim, 3701 Welwyn Drive, Bedford, Texas – Mr. Zim stated his business has been in Bedford for 40 years, and the industrial area where his business is located has not progressed as he has wished. He complained about the Police Department not removing trucks parked overnight along Reliance Parkway and no action being taken on vehicles parking and people trespassing on his property. He feels responsible to take care of the people renting his buildings and felt somebody should be policing the area or he would do something about people trespassing on his property. He did not think the situation would be proper for Bedford.

Bill Bledsoe, 52 Masland Circle, Dallas, Texas - Mr. Bledsoe, representing the property owner, discussed issues with the collision repair business that is the other tenant of the property, including not cleaning up their site. The tenant is in the process of vacating the property, and the property owner will clean up the site and could make periodic reports to the City about their progress. They also have an agreement from Hertz that they will police the site. Mr. Bledsoe stated they intend to find another body shop operator for the property, while the back portion of the property would be used by the property owner for staging and storing vehicles. He stated the property owner ensures the area vacated by the collision repair business would be left in a clean and presentable nature, and they would be responsible for the new tenant and respectful of Mr. Zim's property.

Mr. Zim recommended Hertz employ a night watchman.

There was discussion on leasing vehicles to rideshare drivers.

Mayor Boyter closed the public hearing at 7:18 p.m.

In response to questions from Council, Mr. Bledsoe stated they plan on leaving the color of the building the same. Mr. Syblon stated the body shop use would be covered by the SUP. There was discussion on the storing and staging of vehicles in the back portion of the property.

Council Minutes December 10, 2019

Motioned by Councilmember Fisher, seconded by Councilmember Culver, to approve an ordinance to rezone Lots ER, FR1 and CR1, Block 4, Bedford Forum Addition, located at 3737 Airport Freeway, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/New & Used Cars and Truck Sales/Service (H/SUP), specific to Section 3.2.C(8)d. of the City of Bedford Zoning Ordinance, allowing for The Hertz Corporation to operate a motor vehicle sales and rental service, with the following stipulations: the Specific Use Permit to stay with Hertz Sales and the exterior color of the building does not change. The property is generally located north of Airport Freeway and west of Reliance Parkway. (PZ-SUP-2019-50098)

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

6. Consider a resolution of the City Council of Bedford, Texas, casting votes for candidates to serve on the Board of Directors for the Tarrant Appraisal District.

City Manager Brian Bosshardt stated the terms of service of the current members of the Board of Directors of the Tarrant Appraisal District expire on December 31, 2019. Bedford has been allocated 26 out of the 5,000 votes, based on the adjusted 2018 tax levy. He presented information on the eligibility requirements for the Board. The five people with the highest vote totals will be elected to a two-year term starting January 1, 2020. There was discussion on candidates, including Gary Losado and Richard DeOtte.

Motioned by Councilmember Burnett, seconded by Councilmember Culver, to approve a resolution of the City Council of Bedford, Texas, casting 26 votes for Gary Losado to serve on the Board of Directors for the Tarrant Appraisal District.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

7. Mayor/Council Member Reports

Mayor Boyter thanked staff and attendees for the Christmas tree lighting event.

Councilmember Fisher discussed the passing of members of the community during the past year, including Lee Ferguson, Bill Ridgeway and Pat May. He wished everybody a Merry Christmas and a Happy New Year.

Councilmember Cogan wished everybody a happy holiday.

Councilmember Sartor discussed the upcoming meeting with the Board and Commission chairpersons and vice chairpersons and encouraged people to sign up for the Police and Fire Citizen Academies. He wished everybody a Merry Christmas and a Happy New Year.

8. Report on most recent meeting of the following Boards and Commissions:

✓ Animal Shelter Advisory Board

No report was given.

✓ Beautification Commission

No report was given.

Council Minutes December 10, 2019

✓ **Community Affairs Commission**

Councilmember Culver discussed the work done by all Boards and Commissions. She recognized Chairperson Sal Caruso who was in attendance and stated she would like the chairpersons of each Board and Commission to present at each Council meeting.

✓ **Cultural Commission**

Councilmember Sabol stated the Commission will bring a recommendation to eliminate their subcommittees and to permit them to form whatever subcommittees they feel they need.

✓ **Library Advisory Board**

Councilmember Cogan reported the Board met and discussed changes to several Library policies. He stated there were \$11,389 in sales from the Pumpkin Patch event, \$3,792 of which goes to the Library. There was \$4,200 raised from the Beers and Brats event, and the total attendance for both events was approximately 5,800 people. He thanked staff who worked to put on those events. He stated the Library Satisfaction Survey was completed, and there was a 33 percent increase in respondents from the previous year. He discussed the book sale on December 14, 2019.

✓ **Parks and Recreation Board**

No report was given.

✓ **Teen Court Advisory Board**

No report was given.

✓ **Senior Center Representative**

Councilmember Cogan stated he attended the previous night's dance at the Senior Center, which had 94 attendees, and informed them of an upcoming meeting on Phase Next. He stated the following Monday would be the holiday dance at the Senior Center.

9. City Manager/Staff Reports

Mr. Bosshardt thanked Council for approving a budget over the rollback amount and reported the City would move forward on the supplemental items approved in the budget.

EXECUTIVE SESSION

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation - franchise fee/small cell lawsuit.
- b) Pursuant to Section 551.074, personnel matters - annual performance review of the City Manager.

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation - franchise fee/small cell lawsuit; and Section 551.074, personnel matters - annual performance review of the City Manager, at 7:38 p.m.

Council Minutes December 10, 2019

Council reconvened from Executive Session at 8:26 p.m. Any necessary action to be taken as a result of the Executive Session will be during the Regular Session.

10. Take any action necessary as a result of the Executive Session.

Motioned by Councilmember Fisher, seconded by Councilmember Culver, to enjoin in the lawsuit along with the City of McAllen and others versus the State of Texas.

Motion approved 7-0-0. Mayor Boyter declared the motion carried.

FORMER LIBRARY BUILDING WORK SESSION

The City Council adjourned to the former library building at 1805 L. Don Dodson Drive for the work session.

Staff present included:

Brian Bosshardt	City Manager
Cliff Blackwell	Assistant City Manager
Michael Wells	City Secretary
Natalie Foster	Public Information Officer
Stephanie Ayers	Human Resources Director
Don Henderson	Parks Superintendent
Wendy Hartnett	Special Events Manager
Maria Joyner	Finance Director
Kenny Overstreet	Public Works Director
Maria Redburn	Library Director
Cissy Sylo	Capital Projects Director

- **Boys Ranch Park – Phase Next: Branding and Update**

Mayor Boyter called the Work Session to order at 8:39 p.m.

There was discussion on the virtual reality tour of the multi-generational center.

Jim Tharp with Oxley Williams Tharp (OWT) presented information on their process for developing branding concepts. He discussed the possible renaming of the Boys Ranch Park and making it unique to Bedford. Capital Projects Manager Cissy Sylo stated staff recommends that if the Park is to be renamed, the Parks and Recreation Board be involved in the discussion.

Mr. Tharp stated OWT developed a design statement as follows: “(Project Name) seeks to define how and where the cultures of Bedford and the surrounding cities are celebrated. This celebration is achieved through the interconnection of the Arts, Recreation History and People into the built environment. Bedford and its citizens will be strengthened, Body, Mind & Soul by these interconnections.”

Mr. Tharp and Ms. Sylo presented four options for renaming the Park, along with potential logos, and pros and cons, which were felt to be unique to Bedford and fulfilled the design statement. The four options were as follows: BRAC (Bedford Recreation + Aquatics Center), BASE (Bedford + Aquatics + Sports + Entertainment), BXP (Bedford Experience), and FUSE.

Council Minutes December 10, 2019

There was discussion on potential names, including using an action verb; hiring a branding company, including costs; naming rights for elements in the Park; honoring the heritage and history of the City and the Park; keeping the Bedford "B" as part of the name; getting input from the public, including the process for doing so; and the involvement of the Parks and Recreation Board.

Council was of the consensus to rename the Boys Ranch Park.

Mr. Tharp showed a video animation of the multi-generational center. There was discussion on the exterior panel system of the building; recessing the basketball goals; real wood being used for the gym floor; potential changes to the center; adjustments to the senior center portion of the building; upcoming contracts for an asbestos survey for the buildings being demolished as part of Phase Next; the timeline for the performance hall at the Old Bedford School; and the next steps for Phase Next.

ADJOURNMENT

Mayor Boyter adjourned the meeting at 9:43 p.m.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

Council Minutes December 18, 2019

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. at the former library building, 1805 L. Don Dodson, on the 18th day of December, 2019 with the following members present:

Michael Boyter	Mayor
Tom Burnett	Council Members
Dan Cogan	
Ruth Culver	
Roger Fisher	
Amy Sabol	
Rusty Sartor	

constituting a quorum.

Staff present included:

Brian Bosshardt	City Manager
Cliff Blackwell	Assistant City Manager
Michael Wells	City Secretary
Natalie Foster	Public Information Officer
Don Henderson	Parks Superintendent
Meg Jakubik	Strategic Services Manager
Bill Syblon	Development Director

Board and Commission Members present included:

Tom Bresnahan	Building and Standards Commission
Todd Carlson	Planning and Zoning Commission
Sal Caruso	Community Affairs Commission
Marty Geer	Beautification Commission
Donna Hanson	Parks and Recreation Board
Tom Jacobsen	Cultural Commission
Randy Newby	Parks and Recreation Board
Kimberly Payne	Beautification Commission
Kathleen Toms	Teen Court Advisory Board
Randy Youngs	Building and Standards Commission

CALL MEETING TO ORDER/GENERAL COMMENTS

Mayor Boyter called the Work Session to order at 6:01 p.m.

WORK SESSION

1. Roundtable discussion with the Chairpersons and Vice Chairpersons on the Citizen Board and Commissions.

Council Minutes December 18, 2019

Mayor Boyter stated the purpose of work session is to discuss each individual Board and Commission, including any recommendations and ideas, as well as to explore opportunities to work together and for Council to have stronger working relationships with the bodies. He stated the discussion for the working Boards and Commissions should include what they are doing juxtaposed to what the ordinances says they should be doing.

After introductions of those in attendance, each Board and Commission representative presented an overview of their respective bodies.

Building and Standards Commission

Chairperson Randy Youngs and Vice Chairperson Tom Bresnahan presented an overview of the Commission's responsibilities, including hearing requests for variances, building and safety standards, signage and condemned properties. They meet as needed, which varies depending on the amount of development occurring, and work closely with the Building Official. They felt the Commission works well, has a good relationship with staff, has good access to information, and a clear understanding of their role. There was discussion on the reason not many variances are being requested, including the City's codes working and being in line with industry; a recent ordinance change whereby the members of the Zoning Board of Adjustment serve as alternates to the Commission; and the vital role of the Commission.

Animal Shelter Advisory Board

Councilmember Fisher, Council liaison to the Board, presented an overview of the Board's role, specifically multi-pet permits. Their purview was updated several years ago to the match state statute, and he stated residents that have issues with the welfare of animals can come directly to Council. He stated for 2019, the Shelter is at a 94 percent no-kill rate, which qualifies it as a no-kill shelter. He stated they meet three times a year and do not have issues with quorum. There was discussion regarding the Shelter's status as a no-kill shelter; and the membership of the Board.

Street Improvement Economic Development Corporation Board

Councilmember Fisher, President of the Board, stated the Board is responsible for managing the street repair funds and projects paid out of the half-cent sales tax. The Corporation's debt obligations were paid off and repairs are now being funded with cash. They work with Public Works staff to ensure repairs and overlays are done in line with any water/sewer line repairs. He discussed recent projects, including grants for traffic control devices for school crossings and linear trails; a recently completed street assessment and five-year street improvement program; the membership of the Board; and meetings.

Planning and Zoning Commission

Chairperson Todd Carlson presented an overview of the Commission's responsibilities, including the Comprehensive Land Use Plan and hearing cases involving land development and specific use permits. He stated much of what they do is controlled by state law and regulations. He discussed membership, quorum, the number of meetings, and various types of cases the Commission reviews. There was discussion on the Commission's relationship with staff; the Comprehensive Land Use Plan update, including the Commission's role; the remaining land in the City; Bedford Commons and the plat request at Schumac Lane; the role of the Commission; the membership of the Commission; having the City Attorney attending Commission meetings; the City's Development Review Committee; and increased training for Commission members.

Council Minutes December 18, 2019

Beautification Commission

Chairperson Marty Geer stated the purpose of the Commission is to keep Bedford beautiful, with other duties including keeping citizens aware of recycling; various events, including paper shredding, bulk trash, Clean Up Bedford Day, and household hazardous waste; and workdays. There was discussion on the Commission's purpose statement, membership and quorums. Ms. Geer further discussed planting wildflowers; landscaping at the Library; work done at the Bedford Cemetery; and their \$10,000 a year budget from Republic Services. There was discussion regarding the Commission's subcommittees, and Ms. Geer felt the Adopt-A-Street subcommittee was no longer needed. There was further discussion on the purpose of the Commission; advertising volunteer opportunities; assistance from other Boards and Commission on their projects and events; the Governor's Community Achievement Award grant and other possible grant opportunities; using events to communicate with citizens; and Teen Court volunteers, including a decline in numbers due to changes in state legislation.

Cultural Commission

Chairperson Tom Jacobsen recommended a list of volunteer phone numbers be compiled to assist with Board and Commission events. There was discussion regarding a universal calendar being shared between groups; contacting corporations for volunteer opportunities; the roundtable being held bi-yearly; and the purpose of the Commission, including language regarding a cultural district. Mr. Jacobsen presented information on the functions of the Commission and various projects, including ArtsFest, chalk walks, and arts talk events; and proposed projects, including a veteran-themed public art project as well as other public art. There was discussion on painting traffic boxes in the City; reaching out to schools; murals; attendance at meetings and quorums; the Commission's budget, including sufficiency and possible changes to priorities; the Commission's role in the Boys Ranch project; and volunteers for their events. There was discussion on the Commission's subcommittees, including that the current ones are no longer in use; permanent and temporary subcommittees, and whether subcommittees need to be formed for one-time projects or events; and Council and staff working together to clarify the intent of the subcommittees.

Community Affairs Commission

Chairperson Sal Caruso presented an overview of the Commission's activities, including business and residential outreach meetings, block parties, an awards program, and townhall meetings with the business community. He discussed issues with attendance and making quorum, and asked Council to ensure they appoint people who are committed to attending meetings and participating in their activities. There was discussion on changing the number of required business members on the Commission; the Council being more proactive prior to the interview process; removing members who are not attending meetings; the Commission's subcommittees; the Commission's powers and duties; other Boards and Commissions being part of their events; and Council receiving more feedback after events.

Parks and Recreation Board

Chairperson Randy Newby and Vice Chairperson Donna Hanson presented an overview of the mission of the Board; their budget from the Parks Donation Fund; attendance; input from Board members; and projects, including the inclusive park at Central Park and replacing playground equipment and other items at the parks. There was discussion on the functions of the Board; increased involvement from the Board in the Phase Next project; Council explaining their expectations regarding involvement to Board and Commission interviewees; and the Commission's budget.

Council Minutes December 18, 2019

Library Advisory Board

Councilmember Dan Cogan, Council liaison to the Board, presented an overview of the purpose of the Board; attendance and quorum; events, including the Pumpkin Patch, Beer and Brats, and Medieval Faire; the need for volunteers and staff's involvement in events; and fundraising, including the Mardi Gras event. There was discussion regarding the Board's purpose and the recent Library Satisfaction Survey.

Teen Court Advisory Board

Chairperson Kathleen Toms presented an overview of the Board's motto and purpose, including hosting a gala to raise money for scholarships for teen volunteers. She discussed the teen volunteers; Teen Court procedures; the impact of community service from teen defendants; and the impact of state legislation on Teen Court. Ms. Toms further discussed the gala, including the scholarship amounts, having a place to hold the gala in Bedford, speakers, and the silent auction and raffle. She stated she would like increased City representation at the gala, including from other Boards and Commissions; and an increase in the amount of Council's donation to the gala. There was discussion regarding advertising the gala.

There was discussion on holding this type of roundtable every six months; presenting updates on Phase Next at the roundtables; and developing ideas and recommendations.

2. Follow up discussion regarding the Redevelopment Study previously presented at the November 26, 2019 Council meeting. * This item requested by Mayor Boyter**

Mayor Boyter stated he spoke with other Council Members regarding the presentation made by Catalyst at the November 26, 2019 work session and there was discussion about confidence in parties involved in the presentation. City Manager Brian Bosshardt asked Council if the scope of the presentation by Catalyst matched what they want to accomplish. He discussed Jason Claunch with Catalyst, including his reputation and history; Catalyst's projects in other communities; the Council's vision for economic development; and the proposed redevelopment study, including Catalyst's role after the study is complete. Mr. Bosshardt stated Mr. Claunch was willing to do the study without Kimley-Horn and Jayashree Narayna. There was discussion on looking at other companies; having presentations by multiple companies; whether to do a request for proposal; having fresh eyes look at the City; the City's history with Kimley-Horn; the presentation by Catalyst; the cost of a redevelopment study; finding different types of development; the timeline for bringing in another company; the City's quality of life; the process for bringing in other companies; and the presentation from Catalyst.

Council directed staff to bring in two other companies. It was stated no company would be disqualified if they are unable to work on the update to the Comprehensive Land Use Plan as well as the redevelopment study.

3. Council input on future Worksession scheduling, procedures, and transparency. *This item requested by Mayor Boyter**

Mayor Boyter asked if Council liked meeting over at the former library building for certain work session items and if they wanted to continue to do so moving forward. There was discussion on the environment of the former library building versus the Council Chambers; and issues related to recording meetings and using microphones at the former library building. Council was of the consensus to continue to meet on certain work session items at the former library building.

Council Minutes December 18, 2019

Mayor Boyter asked Council to not step over each other during conversations.

ADJOURNMENT

Mayor Boyter adjourned the Work Session at 10:28 p.m.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/14/20

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution altering the membership of the Cultural Commission.

City Attorney Review: Yes

SUMMARY:

This item is to alter the membership on the Cultural Commission so that Josh Santillan, who operates Central Arts of Bedford, is moved to one of the places designated for active arts organizations in the City, and Alexis Longoria is moved to one of the places designated for residents of the City.

BACKGROUND:

In 2018, the Cultural Commission's membership changed from seven residents of the City and two members of the Arts Council Northeast, to seven residents and two individuals from any active Bedford arts organizations. Josh Santillan, who operates Central Arts of Bedford, has served on the Commission since 2014 in one of the places designated for residents. During the last appointment process, Alexis Longoria was appointed to one of the positions designated for arts organizations. As Mr. Santillan's is with an active arts organization and Ms. Longoria is a resident of the City, staff recommends switching their places on the Commission.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution altering the membership of the Cultural Commission.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 2020-

A RESOLUTION ALTERING THE MEMBERSHIP OF THE CULTURAL COMMISSION.

WHEREAS, the Cultural Commission is composed of nine members, seven of which are residents of the city and two of which are from active Bedford arts organizations; and,

WHEREAS, Josh Santillan with Central Arts of Bedford is a member of an active arts organization and Alexis Longoria is a resident of the City of Bedford; and,

WHEREAS, the City Council of Bedford, Texas recognizes the need to alter the membership of the Cultural Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That Josh Santillan is hereby removed from Place 6 on the Cultural Commission and appointed to Place 8 – Arts Organization on the Cultural Commission, with a term ending September 30, 2020.

SECTION 3. That Alexis Longoria is hereby removed from Place 8 – Arts Organization on the Cultural Commission and appointed to Place 6 on the Cultural Commission, with a term ending September 30, 2021.

PRESENTED AND PASSED on this 14th day of January 2020, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Kenneth Overstreet, Public Works Director

DATE: 01/14/20

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to renew the agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2020 Pavement Markings Services Program.

City Attorney Review: Yes

SUMMARY:

This item is to request authorization to renew the agreement, in the amount of \$150,000, with Stripe-A-Zone, Inc. for the 2020 Pavement Markings Services Program. The program would include elimination of existing pavement markings, site preparation, and thermoplastic reflectorized pavement markings at various locations.

BACKGROUND:

Thermoplastic markings on asphalt and concrete pavement is the preferable application for extreme heat conditions for pavement markings. This type of application lasts longer than traditional paint. The proposed 2020 Pavement Marking Services Program includes eliminating existing pavement markings, site preparation, and thermoplastic reflectorized pavement markings at various locations.

For the 2020 Pavement Markings Services Program, staff is recommending the use of the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement (approved on January 28, 2014 by City Council; Resolution 14-10). Utilization of the contract provides the City of Bedford the benefit of a lower overall cost for the same goods and services as compared to a competitive bid. This project was included in the overall budget recommended by the Street Improvement Economic Development Corporation (SIEDC) in July 2019 and included in the FY 2019/2020 budget.

The attached agreement between the City of Bedford and Stripe-A-Zone was executed in 2019. It is eligible for an automatic renewal for one year under the term and conditions of the City of Grand Prairie's Amendment 4, between it and Stripe-A-Zone, Inc. Amendment 4 was executed on August 20, 2019 and will expire on August 16, 2020. The agreement with the City of Bedford and the contractor allows for the agreement to automatically renew one time, with documentation that the City of Grand Prairie renewed the contract.

If approved, the agreement amount of \$150,000 would be paid from the FY 2019/2020 SIEDC budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to renew the agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2020 Pavement Markings Services Program.

FISCAL IMPACT:

FY 2019/2020 SIEDC Budget:	\$150,000.00
Actual Amount:	<u>\$150,000.00</u>
Variance	\$ 0.00

ATTACHMENTS:

Resolution
Agreement
2020 Pavement Marking Program Estimated
Quantities and Cost

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH STRIPE-A-ZONE, INC., UTILIZING THE CITY OF GRAND PRAIRIE'S PAVEMENT MARKING SERVICES CONTRACT, THROUGH THE MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT OF \$150,000, FOR THE 2020 PAVEMENT MARKINGS SERVICES PROGRAM.

WHEREAS, the City Council of Bedford, Texas has determined that new pavement markings are necessary to be responsive to the needs of the community; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the safety and vitality of neighborhoods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein in their entirety.

SECTION 2. That the City Manager is authorized to renew the agreement with Stripe-A-Zone, Inc., utilizing the City of Grand Prairie's Pavement Marking Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the City of Bedford's 2020 Pavement Markings Services Program.

SECTION 3. That funding, in the amount of \$150,000, will come from the Fiscal Year 2019/2020 Street Improvement Economic Development Corporation Fund.

PRESENTED AND PASSED this 14th day of January 2020 by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF BEDFORD TO
UTILIZE THE CITY OF GRAND PRAIRIE’S INTERLOCAL AGREEMENT
FOR PAVEMENT MARKING SERVICES.**

This Agreement is between Stripe-A-Zone, Inc. and the City of Bedford, Texas to utilize the Master Interlocal Cooperative Purchasing Agreement between City of Grand Prairie and the City of Bedford acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, this Master Interlocal Cooperative Purchasing Agreement between the City of Grand Prairie and the City of Bedford was approved by Resolution by the City of Bedford on January 28, 2014; and

WHEREAS, the City of Grand Prairie and Stripe-A-Zone, Inc. entered into a Contract for Services Price Agreement on July 20, 2016 with four renewal options; and

WHEREAS, the City of Bedford and Stripe-A-Zone, Inc. wishes to utilize the current Contract from the City of Grand Prairie for the 2019 Pavement Marking Services Program, through the Master Interlocal Agreement, said Contract being attached hereto as Exhibit “A”; and

WHEREAS, this Master Interlocal Cooperative Purchasing Agreement’s Amendment 3 to Price Agreement was executed on August 17, 2018 and expires at midnight on August 16, 2019 with one renewal option being attached hereto as Exhibit “B”; and

WHEREAS, the City of Bedford agrees to pay the same unit cost for good and services as the City of Grand Prairie Amendment 3 for pavement marking services for a total cost not to exceed the City of Bedford’s budgeted amount of \$230,000.00, and,

WHEREAS, this **Agreement** shall automatically renew for one (1) year under the term and conditions of the City of Grand Prairie's Amendment 4, between the City of Grand Prairie and Stripe-A-Zone, Inc. for the awarded renewal price, for pavement marking services for the City of Bedford 2020 Pavement Marking Services Program if all parties are in agreement, and,

WHEREAS, the City of Grand Prairie Amendment 4 for the 2020 Pavement Marking Program shall be null and void if the overall all unit price is increased by 5% and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this agreement is to utilize the City of Grand Prairie's Contract for Services Price agreement with Stripe-A-Zone, Inc. for Pavement Marking Services Program through the City of Bedford Master Interlocal Agreement.

ARTICLE II TERM

The term of this Agreement shall expire on August 16, 2019, commencing on the termination date of the City of Grand Prairie's Amendment 3. Thereafter this agreement shall automatically renew for one (1) year under the term and conditions of the City of Grand Prairie's Amendment 4 between the City of Grand Prairie and Stripe-A-Zone, Inc. for the awarded renewal price, for pavement marking services for the City of Bedford 2020 Pavement Marking Services Program. This stipulation will become null and void if the overall unit prices is increased by 5%. A copy of Amendment 4 shall be kept on file with the City of Bedford's City Secretary upon its execution; and

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV MISCELLANEOUS

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt

Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Tarrant County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies has caused this Agreement to be executed and effective as of the last date written below.

CONTRACTOR
Stripe-A-Zone, Inc.

CITY OF BEDFORD, TEXAS

DAVID SARGENT
President

B. D. Bosshardt

BRIAN D. BOSSHARDT
City Manager

Date: 2/27/19

Date: 3/7/19

[Signature]

CITY ATTORNEY

Grand Prairie City - Contract Cover Sheet

EXECUTED CONTRACT
2016 - 2017

ID

6471

Department:
Purchasing for Streets

Vendor Name:
Stripe-a-Zone, Inc.

Project Name:
16113 Pavement Marking Service - Stripe-a-Zone - Initial contract

Work Order Number(s):

Account Number:
232010 01610503 63115

Contract Amount:
\$464,583.00

Implementation Date:
8/17/2016

Termination Date:
8/16/2017

City Council Appr. Date:
8/16/2016

Insurer A Name:
Travelers Indemnity Co of America

Insurer A Expiration:
11/1/2016

Insurer B Name:
Great American Ins

Insurer B Expiration:
11/1/2016

Insurer C Name:
Phoenix Ins Co

Insurer C Expiration:
11/1/2016

Insurer D Name:
Travelers Lloyds Ins

Insurer D Expiration:
11/1/2016

Insurer E Name:
Charter Oak Fire Ins

Insurer E Expiration:
11/1/2016

Return Executed Copy To:
purchasing Interoffice mail

Department Manager Signature:

Deborah C. Mercer

DM

Date:

August 19, 2016

City Attorney Signature:

[Signature]

Date:

8/23

City Manager/Deputy City Manager Signature:

[Signature]

Date:

8/24/16

City Secretary Signature:

[Signature]

Date:

8/25/16

**CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE**

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

§

THIS CONTRACT is made and entered into this date by and between the CITY OF GRAND PRAIRIE, a Texas municipal corporation (hereinafter referred to as the "CITY"), and STRIPE-A-ZONE, INC. (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement marking services per bid award resulting from VENDOR'S response to RFB #16113, submitted by David Sargent, on July 20, 2016.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$464,583.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of August 17, 2016. No new orders shall be accepted, against this Contract term, after midnight on August 16, 2017. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize, Sr. Buyer - Purchasing Division
972-237-8262 Phone - 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
326 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall - Street Division
972-237-8526 Phone
dstovall@gptx.org
City of Grand Prairie
1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:
David Sargent, President
972-647-2714 Phone
david@stripe-a-zone.com
Stripe-A-Zone, Inc.
2714 W. Sherman St., Grand Prairie, TX, 75051

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 25th day of August 2016

CITY OF GRAND PRAIRIE, TEXAS

STRIPE-A-ZONE, INC.

By: [Signature]
Tom Cox, Deputy City Manager

By: [Signature]
Printed
Name: DAVID SARGENT

Title: PRESIDENT

ATTEST:

[Signature]
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

[Signature]
Donald R. Postell, City Attorney

Grand Prairie City - Contract Cover Sheet

ID

7557

Department:
Purchasing for Streets

Vendor Name:
Stripe-a-Zone

Project Name:
16113 R1 Pavement Marking Service - Stripe-a-Zone - Amendment 2

Work Order Number(s):

Account Number:
232010 01610503 63115

Contract Amount:
\$473,933 00

Implementation Date:
9/21/2016

Termination Date:
8/16/2018

City Council Appr. Date:
8/15/2016

Insurer A Name:
Travelers Indemnity Co of America

Insurer A Expiration:
11/1/2017

Insurer B Name:
Great American Ins Co

Insurer B Expiration:
11/1/2017

Insurer C Name:
Travelers Lloyds Ins

Insurer C Expiration:
11/1/2017

Insurer D Name:
Charter Oak Fire Ins

Insurer D Expiration:
11/1/2017

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
Purchasing

EO

Department Manager Signature:

Gabriel Mercier

Date:

July 12, 2017

City Attorney Signature:

Megan Mahan

Date:

7/12/17

City Manager/Deputy City Manager Signature:

[Signature]

Date:

7.13.17

Dep. City Secretary Signature:

[Signature]

Date:

07/14/17

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "**CITY**"), and **STRIPE-A-ZONE** (hereinafter referred to as "**VENDOR**").

WHEREAS, the **CITY** and **VENDOR** have entered into a price agreement to provide pavement marking services per bid award resulting from vendor's response to RFB #16113, submitted by David Sargent on July 20, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$2,322,915.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, Change Order #1 was executed on September 28, 2016 increasing the contract to \$474,933.00 annually for added provisions for TY1 and TY11 4" yellow BRK; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the **CITY** and **VENDOR** agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the first of the four available renewal options and extend the contract expiration to midnight on August 16, 2018 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to **VENDOR** under such contract shall remain the sum of \$474,933.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 13th day of July, 2017.

CITY OF GRAND PRAIRIE, TEXAS

STRIFE-A-ZONE, Inc.

By: A Doll
Anna Doll, Deputy City Manager

By: _____
Printed Name: David Sargent

ATTEST:

Title: President

Cathy E. DiMaggio, City Secretary
for Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

Megan Mahan
for Donald R. Postell, City Attorney

Client#: 934279

STRIPING

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2017

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).

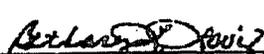
PRODUCER USI Southwest Dallas 2711 N Haskell Ave Suite 2000 Dallas, TX 75204 214 443-3100	CONTACT NAME: Pamela King PHONE (AC, Ho, Em): 214 443-3251 FAX (AC, Ho): 214 443-3900 EMAIL: pamela.king@usi.com ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co. of Amer</td> <td>28666</td> </tr> <tr> <td>INSURER B: Great American Insurance Compan</td> <td>16591</td> </tr> <tr> <td>INSURER C: Travelers Loyds Insurance Comp</td> <td>41262</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Amer	28666	INSURER B: Great American Insurance Compan	16591	INSURER C: Travelers Loyds Insurance Comp	41262	INSURER D: Charter Oak Fire Insurance Comp	25615	INSURER E:		INSURER F:
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INSURER F:														

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ltd: 2,500 GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CO491D3093	11/01/2016	11/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any and Person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/PROP AGG \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA7902C304	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE		TUU062957504	11/01/2016	11/01/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NEARER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	UB491D307A	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Rented/Leased Equip		6600526B319	11/01/2016	11/01/2017	\$250,000 \$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pavement Markings RFB #16113
 The General Liability policy contains a blanket additional insured endorsement CG D6 04 08/13 that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.
 The Auto policy contains a Business Auto Extension Endorsement CA T3 53 02/15 that provides blanket (See Attached Descriptions)

CERTIFICATE HOLDER City of Grand Prairie Attn: Purchasing Manager 326 W. Main Street Grand Prairie, TX 75050	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 
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DESCRIPTIONS (Continued from Page 1)

additional insured status and waiver of subrogation when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a Primary and Non-Contributory endorsement CA T4 74 02/12 that provides primary and non-contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a Contractors XTend Endorsement CG D3 16 11/11 that provides Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a Blanket Waiver of Subrogation Endorsement WC 42 03 04 that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

BID SHEET RFB# 16113 PAVEMENT MARKING SERVICES		Vendor Name Contact Email Phone City/State		Stripe-A-Zone, Inc Billy Gunter Billy@stripe-a-zone.com 972-647-2714 x112 Grand Prairie, TX	
Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.					
Item#	Description	UOM	Est Quantity	Unit Price	Est Cost
1	Reflective Pavement Marking TY I W BRK 4"	LF	30000	.49	\$ 14,700.00
2	Reflective Pavement Marking TY I W BRK 6"	LF	30000	.55	\$ 16,500.00
3	Reflective Pavement Marking TY I W BRK 8"	LF	15000	.95	\$ 14,250.00
4	Reflective Pavement Marking TY I W BRK 12"	LF	15000	3.30	\$ 49,500.00
5	Reflective Pavement Marking TY I W SLD 4"	LF	30000	.47	\$ 14,100.00
6	Reflective Pavement Marking TY I W SLD 6"	LF	30000	.54	\$ 16,200.00
7	Reflective Pavement Marking TY I W SLD 8"	LF	15000	.95	\$ 14,250.00
8	Reflective Pavement Marking TY I W SLD 12"	LF	7500	3.30	\$ 24,750.00
9	Reflective Pavement Marking TY I W SLD 24"	LF	7500	4.53	\$ 33,975.00
10	Reflective Pavement Marking TY I W SLD ARROW	EA	108	93.00	\$ 10,044.00
11	Reflective Pavement Marking TY I W SLD DBL ARROW	EA	30	98.00	\$ 2,940.00
12	Reflective Pavement Marking TY I W SLD WORD	EA	30	103.00	\$ 3,090.00
13	Reflective Pavement Marking TY I W SLD RR XING	EA	30	310.00	\$ 9,300.00
14	Reflective Pavement Marking TY I Y SLD 4"	LF	60000	.47	\$ 28,200.00
15	Reflective Pavement Marking TY II W BRK 4"	LF	30000	.20	\$ 6,000.00
16	Reflective Pavement Marking TY II W BRK 6"	LF	30000	.22	\$ 6,600.00
17	Reflective Pavement Marking TY II W BRK 8"	LF	15000	.39	\$ 5,850.00
18	Reflective Pavement Marking TY II W SLD 4"	LF	15000	.20	\$ 3,000.00
19	Reflective Pavement Marking TY II W SLD 6"	LF	15000	.22	\$ 3,300.00
20	Reflective Pavement Marking TY I W SLD 8"	LF	15000	.39	\$ 5,850.00
21	Reflective Pavement Marking TY II W SLD 12"	LF	7500	.68	\$ 5,100.00
22	Reflective Pavement Marking TY II W SLD 24"	LF	7500	1.33	\$ 9,975.00
23	Reflective Pavement Marking TY II W SLD ARROW	EA	108	26.00	\$ 2,808.00
24	Reflective Pavement Marking TY II W SLD DBL ARROW	EA	30	31.00	\$ 930.00
25	Reflective Pavement Marking TY II W SLD WORD	EA	30	36.00	\$ 1,080.00
26	Reflective Pavement Marking TY II W SLD RR XING	EA	30	78.00	\$ 2,340.00
27	Reflective Pavement Marking TY II Y SLD 4"	LF	60000	.20	\$ 12,000.00
28	Eliminate Existing Pavement Marking 4"	LF	30000	.26	\$ 7,800.00
29	Eliminate Existing Pavement Marking 6"	LF	30000	.27	\$ 8,100.00
30	Eliminate Existing Pavement Marking 8"	LF	15000	.52	\$ 7,800.00
31	Eliminate Existing Pavement Marking 12"	LF	7500	.83	\$ 6,225.00

City of Grand Prairie

Bid 16113

32	Eliminate Existing Pavement Marking 24"	LF	7500	1.60	\$ 12,000.00
33	Eliminate Existing Pavement Marking ARROW	EA	108	21.00	\$ 2,268.00
34	Eliminate Existing Pavement Marking WORD	EA	30	25.00	\$ 750.00
35	Eliminate Existing Pavement Marking RR XING	EA	30	40.00	\$ 1,200.00
36	Pavement Marking Preparation 4"	LF	30000	.21	\$ 6,300.00
37	Pavement Marking Preparation 6"	LF	30000	.23	\$ 6,900.00
38	Pavement Marking Preparation 8"	LF	15000	.42	\$ 6,300.00
39	Pavement Marking Preparation 12"	LF	15000	.83	\$ 12,450.00
40	Pavement Marking Preparation 24"	LF	7500	1.60	\$ 12,000.00
41	Pavement Marking Preparation ARROW	EA	108	16.00	\$ 1,728.00
42	Pavement Marking Preparation DBL ARROW	EA	30	16.00	\$ 480.00
43	Pavement Marking Preparation WORD	EA	30	19.00	\$ 570.00
44	Pavement Marking Preparation RR XING	EA	30	36.00	\$ 1,080.00
45	Raised Pavement Marker CL B REFL TY I A	EA	3000	4.00	\$ 12,000.00
46	Raised Pavement Marker CL B REFL TY II A-A	EA	3000	4.00	\$ 12,000.00
47	Raised Pavement Marker CL B REFL TY I C	EA	3000	4.00	\$ 12,000.00
48	Raised Pavement Marker CL B REFL TY II C-R	EA	3000	4.00	\$ 12,000.00
49	Eliminate Existing Pavement Markers	EA	6000	1.00	\$ 6,000.00
ESTIMATED TOTAL					\$ 464,583.00

ID

8912

Department:
Purchasing for Streets

Vendor Name:
Stripe-a-Zone

Project Name:
16113 R2 Pavement Marking Service - Stripe-a-Zone - Amendment 3

Work Order Number(s):

Account Number:
232010 - 63115

Contract Amount:
\$473,933.00

Implementation Date:
8/17/2018

Termination Date:
8/16/2019

City Council Appr. Date:
8/16/2016

Insurer A Name:
Zurich American Insurance Company

Insurer A Expiration:
11/1/2018

Insurer B Name:
American Guarantee & Liability Ins Co

Insurer B Expiration:
11/1/2018

Insurer C Name:
Travelers Lloyds Insurance Company

Insurer C Expiration:
11/1/2018

Insurer D Name:

Insurer D Expiration:

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
Bryce Davis, Purchasing Manager

Department Manager Signature:

Date:

Shakleen C. Mercer

August 8, 2018

City Attorney Signature:

Date:

Megan Mahon

8/10/18

City Manager/Deputy City Manager Signature:

Date:

[Signature]

8.10.18

City Secretary Signature:

Date:

cd

8-14-18

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **STRIPE-A-ZONE** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement marking services per bid award resulting from vendor's response to RFB #16113, submitted by David Sargent on July 20, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$2,322,915.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, Change Order #1 was executed on September 28, 2016 increasing the contract to \$474,933.00 annually for added provisions for TYI and TYII 4" yellow BRK; and

WHEREAS, the first of four available renewal options was executed on July 13, 2016 and extended the term of the contract through August 16, 2018; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the second of the four available renewal options and extend the contract expiration to midnight on August 16, 2019 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$474,933.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 19 day of July, 2018.

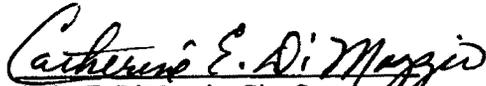
CITY OF GRAND PRAIRIE, TEXAS

STRIFE-A-ZONE, Inc.

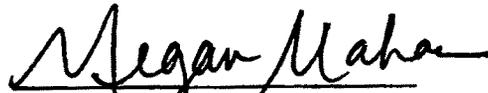
By: 
Anna Doll, Deputy City Manager

By: _____
Printed Name: David Sargent
Title: President

ATTEST:


Cathy E. DiMaggio, City Secretary
8-14-2018

APPROVED AS TO FORM:


Megan Mahan, City Attorney

DESCRIPTIONS (Continued from Page 1)

Exhibit "B"

The Auto policy contains a blanket additional insured endorsement that provides blanket additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a primary and non-contributory endorsement that provides primary and non contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

Client#: 934279

STRIPINC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

EXPIRES (MM/DD/YYYY)
10/26/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

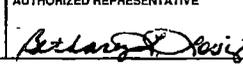
PRODUCER USI Southwest Dallas 2711 N Haskell Ave Suite 2000 Dallas, TX 75204 214 443-3100		CONTACT NAME: Pamela King PHONE (A/C, No, Ext): 214-443-3251 FAX (A/C, No): 610-537-9894 E-MAIL ADDRESS: pamelaking@usi.com															
INSURED Stripe-A-Zone, Inc. Diamond "S" Striping, Inc. 2714 W. Sherman Grand Prairie, TX 75051		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A - Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B - American Guarantee & Liability Ins Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C - Travelers Lloyds Insurance Company</td> <td>41262</td> </tr> <tr> <td>INSURER D -</td> <td></td> </tr> <tr> <td>INSURER E -</td> <td></td> </tr> <tr> <td>INSURER F -</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A - Zurich American Insurance Company	16535	INSURER B - American Guarantee & Liability Ins Co.	26247	INSURER C - Travelers Lloyds Insurance Company	41262	INSURER D -		INSURER E -		INSURER F -	
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INSURER F -																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO106419001	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP106419301	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	AUC106434001	11/01/2018	11/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	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	WC106419201	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE POLICY LIMIT \$1,000,000
C	Rented/Leased Eq		6600528B319	11/01/2018	11/01/2019	\$250,000 \$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy contains a blanket additional insured endorsement that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.
 The Auto policy contains a blanket additional insured endorsement that provides blanket additional insured status only when there is a written contract between the named insured and the certificate holder that (See Attached Descriptions)

CERTIFICATE HOLDER City of Grand Prairie Attn: A. Bryce Davis 326 W Main St Grand Prairie, TX 75050	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 
--	--

DESCRIPTIONS (Continued from Page 1)

Exhibit "B"

requires such status.

The Auto policy contains a primary and non-contributory endorsement that provides primary and non contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 16113 Pavement Marking Service.

2019 Pavement Marking Program Estimated Quantities and Cost

Item #	Item	Unit	Price	Quantity	Amount
1	Reflective Pavement Marking TY I W BRK 4"	LF	\$0.49	12,000	\$5,880.00
2	Reflective Pavement Marking TY I W BRK 6"	LF	\$0.55	250	\$137.50
3	Reflective Pavement Marking TY I W BRK 8"	LF	\$0.95	1,200	\$1,140.00
4	Reflective Pavement Marking TY I W BRK 12"	LF	\$3.30	1,500	\$4,950.00
5	Reflective Pavement Marking TY I W SLD 4"	LF	\$0.47	250	\$117.50
7	Reflective Pavement Marking TY I W SLD 8"	LF	\$0.95	10,000	\$9,500.00
8	Reflective Pavement Marking TY I W SLD 12"	LF	\$3.30	2,500	\$8,250.00
9	Reflective Pavement Marking TY I W SLD 24"	LF	\$4.53	13,000	\$58,890.00
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12	Reflective Pavement Marking TY I W SLD WORD	EA	\$103.00	50	\$5,150.00
14	Reflective Pavement Marking TY I Y SLD 4"	LF	\$0.47	50,000	\$23,500.00
28	Eliminate Existing Pavement Markings 4"	LF	\$0.26	62,250	\$16,185.00
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30	Eliminate Existing Pavement Markings 8"	LF	\$0.52	11,200	\$5,824.00
31	Eliminate Existing Pavement Markings 12"	LF	\$0.83	4,000	\$3,320.00
32	Eliminate Existing Pavement Markings 24"	LF	\$1.60	13,000	\$20,800.00
33	Eliminate Existing Pavement Markings ARROW	EA	\$21.00	100	\$2,100.00
34	Eliminate Existing Pavement Markings WORD	EA	\$25.00	50	\$1,250.00
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38	Pavement Marking Preparation 8"	LF	\$0.42	11,200	\$4,704.00
39	Pavement Marking Preparation 12"	LF	\$0.83	4,000	\$3,320.00
40	Pavement Marking Preparation 24"	LF	\$1.60	13,000	\$20,800.00
41	Pavement Marking Preparation ARROW	EA	\$16.00	100	\$1,600.00
42	Pavement Marking Preparation WORD	EA	\$19.00	50	\$950.00
47	Raised Pavement Marker CL B REFL TY II A-A	EA	\$4.00	1,350	\$5,400.00
48	Raised Pavement Marker CL B REFL TY I C	EA	\$4.00	475	\$1,900.00
49	Eliminate Existing Pavement Markers	EA	\$1.00	1,834.5	\$1,834.50
ESTIMATED TOTAL					\$230,000.00

Estimated usage shall not constitute an order, but only implies the probable quantity the city will use.



Form TCG 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

Printed Name/Title:

David Sargent, President

Company Name:

Stripe-A-Zone, Inc.

Date signed:

2/16/18

Government Code § 2270.002. Provision Required in Contract
Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

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:

(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.

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

FORM CIQ

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 176.005(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, 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.

Stripe - A Zone, Inc.

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

David Sarabhai, President

Date

2/6/19

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.
Stripe-A-Zone, Inc.
Grand Prairie, TX United States

Certificate Number:
2019-449398

Date Filed:
02/06/2019

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

Date Acknowledged:

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.
16113-2019
Pavement Markings

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 David Sargent and my date of birth is 03/12/1956
My address is 2714 Sherman St Grand Prairie TX 75051 US
(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 Texas, on the 06 day of February 2019
(month) (year)

Signature of authorized agent of contracting business entity
David Sargent (Declarant) President

Dept:* Purchasing

Contract ID: 6471 R1

For: Public Works

Bid Number: 16113

Contact Name: Bryce

Contact Phone:* 8271

Contact Email:* bdavis@gptx.org

Vendor Name: Stripe-a-Zone, Inc.

Vendor Email: bdavis@gptx.org

Project Name: Pavement Marking Service

Summary Renewal three of our Street's Pavement Marking Service contract

Permanent Retention*

Yes

No

Contract Amount

\$ 474,933.00

Account #

0

Work Order #

0

Implementation Date

8/17/2019

Termination Date

8/16/2020

Council Approval Date

8/16/2016

Contract Approvals

Department Manager:

Kathleen Mercer

Date 8/13/2019

City Attorney Signature

Megan Mahan

Date 8/19/2019

City Manager Signature

Anna Dell

Date 8/19/2019

City Secretary Signature

HL Galicia

Date 8/20/2019

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **STRIPE-A-ZONE, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement marking services per bid award resulting from vendor's response to RFB #16113, submitted by David Sargent on July 20, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$2,322,915.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, Change Order #1 was executed on September 28, 2016 increasing the contract to \$474,933.00 annually for added provisions for TYI and TYII 4" yellow BRK; and

WHEREAS, the first of four available renewal options was executed on July 13, 2016 and extended the term of the contract through August 16, 2018; the second of four available renewal options was executed on July 19, 2018 and extended the term of the contract through August 16, 2019; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the third of the four available renewal options and extend the contract expiration to midnight on August 16, 2020 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$474,933.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

requires such status.

The Auto policy contains a primary and non-contributory endorsement that provides primary and non contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

Project: Pavement Markings RFB #16113

2019 Pavement Marking Program Estimated Quantities and Cost

Item #	Item	Unit	Price	Quantity	Amount
1	Reflective Pavement Marking TY I W BRK 4"	LF	\$0.49	12,000	\$5,880.00
2	Reflective Pavement Marking TY I W BRK 6"	LF	\$0.55	250	\$137.50
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48	Raised Pavement Marker CL B REFL TY I C	EA	\$4.00	475	\$1,900.00
49	Eliminate Existing Pavement Markers	EA	\$1.00	1,834.5	\$1,834.50
	ESTIMATED TOTAL				\$230,000.00

Estimated usage shall not constitute an order, but only implies the probable quantity the city will use.



Council Agenda Background

PRESENTER: Kenneth Overstreet, Public Works Director

DATE: 01/14/20

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to renew the agreement with Curtco, Inc., utilizing the City of Grand Prairie's Joint and Crack Sealing Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2020 Joint and Crack Sealing Services Program.

City Attorney Review: Yes

SUMMARY:

This item is to request authorization to renew the agreement with Curtco, Inc., in the amount of \$150,000, for the 2020 Joint and Crack Sealing Services Program. Crack Sealing is a recommended way to preserve asphalt and concrete streets against the infiltration of moisture and foreign materials.

BACKGROUND:

Crack sealing is a recommended way to preserve asphalt and concrete streets. The process involves a mixture of materials that form a resilient and adhesive compound capable of effectively sealing joints and cracks in the pavement against the infiltration of moisture and foreign material. Without this preventative maintenance treatment, temperature changes can cause small cracks to become potholes due to the expansion and contraction of the pavement and the underlying base.

Staff proposes utilizing the City of Grand Prairie's contract with Curtco, Inc. for the 2020 Joint and Crack Sealing Services Program, through the Master Interlocal Cooperative Purchasing Agreement (approved on January 28, 2014 by City Council; Resolution 14-10). An agreement between the City and Curtco, Inc. was executed on January 25, 2019 for the 2019 Joint and Crack Sealing Services Program. The agreement terms are for a period of one year and automatically renews for successive periods of three years under the agreement terms and conditions. Since the terms and conditions of the agreement still apply, staff proposes renewing the agreement for an additional year.

The City of Grand Prairie entered into a contract with Curtco, Inc. on September 6, 2016 for Joint and Crack Sealing Services for a terms of one year with the option to renew for four additional one-year periods. The contract was renewed on July 13, 2017, July 31, 2018, and August 7, 2019. The third renewal extends the contract expiration to August 31, 2020.

Staff recommends Curtco, Inc for the 2020 Joint and Crack Sealing Program. Last year, Curtco, Inc. completed 357,142 linear feet of crack sealing on residential and arterial streets. It is anticipated that the same amount will be completed in 2020.

This project was included in the overall budget approved by the Street Improvement Economic Development Corporation (SIEDC) in July 2019 and included in the FY 2019/2020 budget. If approved, the award amount of \$150,000 will be paid from the FY 2019/2020 SIEDC contract labor budget. The completion time for the project is 90 consecutive calendar days after the date specified in the Notice to Proceed. Curtco Inc. would like to do the work between the months of January 2020 and March 2020.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to renew the agreement with Curtco, Inc., utilizing the City of Grand Prairie's Joint and Crack Sealing Services contract, through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2020 Joint and Crack Sealing Services Program.

FISCAL IMPACT:

FY 2019/20 SIEDC Budget:	\$150,000.00
Actual Amount:	\$150,000.00
Variance:	<u> </u> \$ 0.00

ATTACHMENTS:

Resolution
Agreement
City Grand Prairie Renewal

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH CURTCO, INC., UTILIZING THE CITY OF GRAND PRAIRIE'S JOINT AND CRACK SEALING SERVICES CONTRACT, THROUGH THE MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT OF \$150,000, FOR THE 2020 JOINT AND CRACK SEALING SERVICES PROGRAM.

WHEREAS, the City Council of Bedford, Texas has determined that preserving the streets through the crack sealing process is necessary to be responsive to the needs of the community; and

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council hereby authorizes the City Manager to renew the agreement with Curtco, Inc., utilizing the City of Grand Prairie's Crack and Joint Sealing Services contract through the Master Interlocal Cooperative Purchasing Agreement, in the amount of \$150,000, for the 2020 Joint and Crack Sealing Services Program.

SECTION 3. That funding, in the amount of \$150,000, will come from the Street Improvement Economic Development Corporation (4B) Fund.

PRESENTED AND PASSED this 14th day of January 2020 by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

**AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF BEDFORD TO
UTILIZE THE CITY OF GRAND PRAIRIE'S INTERLOCAL AGREEMENT
FOR JOINT AND CRACK SEALING SERVICES.**

This Agreement is between Curtco Inc. and the City of Bedford, Texas to utilize the Master Interlocal Cooperative Purchasing Agreement between City of Grand Prairie and the City of Bedford acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, this Master Interlocal Cooperative Purchasing Agreement between the City of Grand Prairie and the City of Bedford was approved by Resolution by the City of Bedford on January 28, 2014; and

WHEREAS, the City of Grand Prairie and Curtco Inc. entered into a Contract for Services Price Agreement on July 6, 2016 with four renewal options; and

WHEREAS, this Master Interlocal Cooperative Purchasing Agreement's Amendment to Price Agreement was executed on July 31, 2018 and expires at midnight on August 31, 2019; and

WHEREAS, the City of Bedford and Curtco Inc. wishes to utilize the current Contract from the City of Grand Prairie for the 2019 Joint and Crack Sealing Program, through the Master Interlocal Agreement, said Contract being attached hereto as Exhibit "A"; and

WHEREAS, the City of Bedford agrees to pay the same unit price in the City of Grand Prairie Amendment to the Agreement amount of \$0.42 per foot for crack sealing; and \$1.27 per foot for joint sealing for a cost not to exceed the budgeted amount of \$150,000.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this agreement is to utilize the City of Grand Prairie's Contract for Services Price agreement with Curtco Inc., for Joint and Crack Sealing Services through the City of Bedford Master Interlocal Agreement.

**ARTICLE II
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof. Thereafter this Agreement shall automatically renew for successive periods of three (3) years each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV
MISCELLANEOUS**

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Tarrant County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies has caused this Agreement to be executed and effective as of the last date written below.

CONTRACTOR

Curtco Inc.

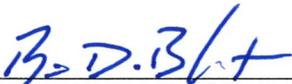


CURTIS WHEATCRAFT

President

Date: 12/19/2018

CITY OF BEDFORD, TEXAS



BRIAN D. BOSSHARDT

City Manager

Date: 1/25/19


CITY ATTORNEY

Dept:* Purchasing

Contract ID: 6533 R1

For: Public Works

Bid Number: 16133

Contact Name: Aaron Baeza

Contact Phone:* 4542

Contact Email:* abaeza@gptx.org

Vendor Name: Curtco, Inc.

Vendor Email: abaeza@gptx.org

Project Name: 16133 Joint & Crack Sealing Srv - Curtco

Summary This contract is to be utilized by streets for joint and crack sealing services.

Permanent Retention*

Yes

No

Contract Amount
\$ 500,700.00

Account #

Work Order #

Implementation Date

7/8/2019

Termination Date

8/31/2020

Council Approval Date

9/6/2016

Contract Approvals

Department Manager:



Date 8/7/2019

City Attorney Signature



Date 8/9/2019

City Manager Signature



Date 8/12/2019

City Secretary Signature



Date 8/12/2019

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **CURTCO, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide joint and crack sealing services per bid award resulting from vendor's response to RFB #16133, submitted by Curtis Wheatcraft on August 17, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling up to \$2,503,500.00 if all extensions were exercised. This Contract was effective as of September 7, 2016, and was to terminate at midnight on August 31, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on July 13, 2017 and extended the term of the contract through August 31, 2018; the second of four available renewal options was executed on July 31, 2018 with a price redetermination, price increase to Crack Sealing by 10.5% to \$0.42 per foot and Joint sealing unit prices shall be increased 10.4% to \$1.27 per foot and extended the term of the contract through August 31, 2019; and

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry;

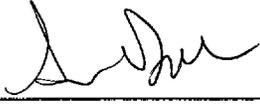
NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the third of the four available renewal options and extend the contract expiration to midnight on August 31, 2020 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain and not exceed the sum of \$500,700.00, to reflect the contract renewal; and

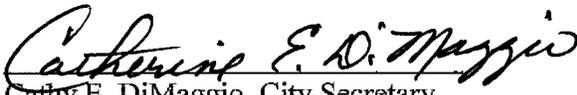
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 7 day of August, 2019.

CITY OF GRAND PRAIRIE, TEXAS

By: 
Anna Doll, Deputy City Manager

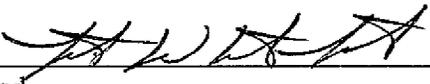
ATTEST:


Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Megan Mahan, City Attorney

CURTCO, INC.

By: 
Printed
Name: CURTIS WHEATERCRAFT

Title: PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2019

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 have ADDITIONAL INSURED provisions or 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 Insurance Concepts of San Antonio, Inc. 11120 Wurzbach, Suite 201 San Antonio, TX 78230-2426 Lana Sund		210-691-0067 CONTACT NAME: PHONE (A/C, No, Ext): 210-691-0067 FAX (A/C, No): 210-691-2629 E-MAIL ADDRESS:	
INSURED Curtco, Inc. 6133 Hwy 27 Center Point, TX 78010-5596		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire Lloyds INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 43559 22945	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60424006	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60424006	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60424006	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001152369	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Re: RFB #16133 - Crack & Joint Sealing Service
The above General Liability provides Additional Insured status when required by written contract, per the attached CG 7208 7/17 endorsement.

CERTIFICATE HOLDER

CANCELLATION

GRANPR1 City of Grand Prairie PO Box 534045 Grand Prairie, TX 75053-4045	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 Lana Sund
--	---

**TEXAS - EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage – Borrowed Equipment
- * Property Damage Liability – Elevators
- * Coverage D – Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E – Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate – \$500 Deductible
- * Coverage F – Electronic Data Liability Coverage – \$50,000
- * Coverage G – Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate – \$1,000 Deductible
- * Coverage H – Water Damage Legal Liability – \$25,000
- * Coverage I – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program – Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations – extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured – Products – Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured – Vendors
- * Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured – Managers or Lessor of Premises
- * Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations
- * Additional Insured – Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured – Employee Injury to Another Employee
- * Automatically included – Aggregate Limits of Insurance (per location)
- * Automatically included – Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence – Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * “Insured Contract” redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 14 FOR CHANGES
AFFECTING YOUR INSURANCE PROTECTION**

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item **1.b.** is amended as follows:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II – WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following :

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

- (b) If a claim is made or "suit" is brought against any insured, you must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition **(5) of 2.c.**

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to Coverage G – Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

ID

6533

Department:
Purchasing for Streets

Vendor Name:
Curtco, Inc.

Project Name:
16133 Joint & Crack Sealing Srv - Curtco - initial contract

Work Order Number(s):

Account Number:
400192-01606603-63030

Contract Amount:
\$500,700.00

Implementation Date:
9/7/2016

Termination Date:
8/31/2017

City Council Appr. Date:
9/6/2016

Insurer A Name:
United Fire Lloyds

Insurer A Expiration:
1/1/2017

Insurer B Name:
Texas Mutual Ins

Insurer B Expiration:
1/1/2017

Insurer C Name:

Insurer C Expiration:

Insurer D Name:

Insurer D Expiration:

Insurer E Name:

Insurer E Expiration:



Return Executed Copy To:
purchasing interoffice mail

Department Manager Signature:



Date:

September 12, 2016

City Attorney Signature:



Date:

9/12

City Manager/Deputy City Manager Signature:



Date:

9-13-2016

City Secretary Signature:

for 

Date:

9/14/16

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **CURTCO, INC.** (hereinafter referred to as “VENDOR”) and evidences the following:

I. PURPOSE

VENDOR shall provide joint and crack sealing services per bid award resulting from VENDOR’S response to RFB #16133, submitted by Curtis Wheatcraft, on August 17, 2016.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR’S bid to the CITY (attached hereto as “Exhibit A”); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR’S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR’S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$500,700.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of September 7, 2016. No new orders shall be accepted, against this Contract term, after midnight on August 31, 2017. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY'S Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize, Sr. Buyer ~ Purchasing Division
972-237-8262 Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
326 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Streets Division
972-237-8526 Phone
dstovall@gptx.org
City of Grand Prairie
1821 S. SH 161, Grand Prairie, TX 75051

VENDOR:

Curtis Wheatcraft, President
830-634-3434 Phone
cwheatcraft@aol.com
Curtco, Inc.
6133 Hwy 27, Center Point, TX, 78010

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

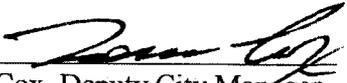
XXIII. WAIVER OF ATTORNEYS FEES

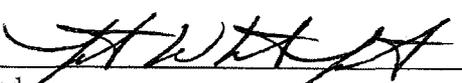
VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 14th day of September, 2016

CITY OF GRAND PRAIRIE, TEXAS

CURTCO, INC.

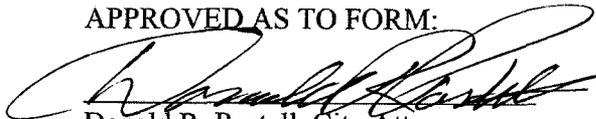
By: 
Tom Cox, Deputy City Manager

By: 
Printed
Name: CURTIS WHEATCRAFT
Title: PRESIDENT

ATTEST:

for 
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Donald R. Postell, City Attorney

Solicitation 16133

CRACK & JOINT SEALING SERVICE

Bid Designation: Public



City of Grand Prairie

**Bid 16133
CRACK & JOINT SEALING SERVICE**

Bid Number **16133**
Bid Title **CRACK & JOINT SEALING SERVICE**

Bid Start Date **Aug 10, 2016 11:05:55 AM CDT**
Bid End Date **Aug 22, 2016 2:00:00 PM CDT**
Question & Answer End Date **Aug 17, 2016 4:30:00 PM CDT**

Bid Contact **Angi Mize**
Buyer
Purchasing
972-237-8262
amize@gptx.org

Contract Duration **1 year**
Contract Renewal **4 annual renewals**
Prices Good for **120 days**

Bid Comments It is the intent of this specification to obtain an annual price agreement for the purchase of crack and joint sealing services for the City of Grand Prairie Street Division. These services shall include but not limited to cleaning, prepping and sealing of joints and/or cracks on both asphalt and concrete streets. This contract will begin on or after September 6, 2016.

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262

Registration for BidSync is free for notification of bids, addendums, and other information. If your company wants the convenience to download the bid documents from BidSync's website or to bid on-line through BidSync, BidSync offers these services, for bids posted by the City of Grand Prairie, for an annual fee of \$60.00. This is not a fee charged by the City, nor does the City receive any part of this fee. If your company registers under the complimentary registration and opts out of the additional paid services from BidSync, you may email a request to the responsible Buyer for a copy of the bid documents and submit a hard copy bid directly to the Purchasing office.

Item Response Form

Item **16133-01-01 - Crack Sealing Service, Attachment A, Bid Sheet**
Quantity **900000 linear foot**
Unit Price **38¢ THIRTY EIGHT CENTS**
Delivery Location **City of Grand Prairie**
No Location Specified

Qty 900000

Description

Crack Sealing Service per attached specification
Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item 16133-01-02 - Joint Sealing Service, Attachment A, Bid Sheet

Quantity 138000 linear foot

Unit Price \$1.15 ONE DOLLAR & FIFTEEN CENTS

Delivery Location City of Grand Prairie
No Location Specified

Qty 138000

Description

Joint Sealing Services per attached specification.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Specification



REQUEST FOR BID
RFB #16133
CRACK & JOINT SEALING SERVICE

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of crack and joint sealing services for the City of Grand Prairie Street Division. These services shall include but not limited to cleaning, prepping and sealing of joints and/or cracks on both asphalt and concrete streets. This contract will begin on or after September 6, 2016.

2. REQUIREMENTS - Services shall include but not limited to the following:

2.1 Vendor shall furnish all equipment and supplies needed to seal joints or cracks in asphalt and concrete streets. All equipment and supplies used must be capable of performing all operations in accordance with the specification.

2.2 Joint Sealing Requirements

2.2.1 All joints shall be cleaned and dry before sealing

2.2.2 All forging materials shall be removed before sealing

2.3 Crack Sealing Requirements

2.3.1 All cracks shall be cleaned and dry before sealing

2.3.2 Cracks that are 1/8 inch should be routed to ¼ inch.

2.3.3 A backer rod equal to Cera-Rod (Exhibit A) shall be installed in cracks that are 2 inches deep

2.3.4 A backer rod shall be compressible, non-shrinking, non-absorbent material with a melting point higher than the temperature of the material.

2.4 Product Information

2.4.1 Material shall be Crafcro Inc. Polyflex Type 3 (Exhibit B) or City approved equal. Alternate product shall be comparable to this brand. If you are submitting an equal or comparable product you must submit a sample and the specification by **August 17, 2016**, to be approved prior to bid opening. Please contact Manuel Alonzo, malonzo@gptx.org, for instructions.

2.5 Traffic Control

2.5.1 Vendor shall follow the City of Grand Prairie's Transportation Services Temporary Traffic Control Guidelines. The current version is available on the City's website: <http://www.gptx.org/city-government/city-departments/departments-g-z/transportation-services/forms>. This is a moving work zone; all lanes will be opened at the end of the day.

Specification

2.6 Work Hours

2.6.1 Regular work hours are 7:00 a.m. until 4:30 p.m. Monday through Saturday.

2.6.2 Schedule shall be coordinated with Manuel Alonzo, 972-237-8530. Manuel will provide locations to be covered.

3. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, August 8, 2016
Samples Due	Wednesday, August 17, 2016
Deadline for Questions	Wednesday, August 17, 2016
Responses to Questions	Thursday, August 18, 2016
Deadline for Receipt of Bids	Monday, August 22, 2016
Council Date	Tuesday, September 6, 2016

4.

CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **August 17, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **August 18, 2016 at 4:30 pm (CST)**.

5. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

Price	40%
Reputation	30%
Experience	20%
Past Relationship with the City and/or other Municipalities	10%
TOTAL	100%

6. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor per item/category, by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City.

Specification

7. **SUBMITTAL**

Interested parties should submit all of the following items for consideration in the order stated:

- 7.1 Bid Pricing (Attachment A)
- 7.2 Questionnaire & References (Attachment B)
- 7.3 Conflict of Interest Questionnaire (Attachment C)
- 7.4 Submittal Affirmation Form (Attachment D)
- 7.5 **OR** Statement of No Response (Attachment G)

Vendor must submit at least one hard copy and one electronic (flash drive or CD) copy or via www.bidsync.com for an annual fee of \$60. **Bids must be submitted no later than the response deadline of August 22, 2016 by 2:00 p.m. to:**

Angi Mize, Sr. Buyer
Purchasing Division
326 Main Street
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), e-mail, carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered.

The City reserves the right to reject any or all responses, to waive formalities, award a separate contract to separate vendors for each item/group, or to award one contract for the entire bid.

GUIDE SPECIFICATION FOR NON-GASSING, HEAT RESISTANT BACKER ROD: CERA-ROD™ JOINT FILLER

SECTION 07 91 23 – BACKER RODS

BACKER ROD FOR COLD-APPLIED SEALANTS

Specifier Notes: This guide specification is written according to the Construction Specifications Institute (CSI) format. The section must be carefully reviewed and edited by the architect or engineer to meet the requirements of the project. Coordinate this section with other specification sections and the drawings.

Specifier Notes: CERA-ROD is a round, flexible, continuous-length, non-absorbent, non-gassing, non-staining and non-shrinking material extruded from a cross-linked polyethylene. Compression/deflection is approximately 8 psi (55.2 KPa) at 25% deflection.

CERA-ROD is used in joints or large cracks in Portland cement or asphalt concrete. It provides the correct sealant reservoir configuration, controls joint depth, and prevents sealant run-out through the bottom of the joint. CERA-ROD also acts as a bond-breaker to prevent bottom-side sealant adhesion. CERA-ROD can be used with cold- or hot-applied sealants. It will not melt, shrink, evaporate, or stain.

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Application of closed-cell foam backer rod.

1.02 RELATED SECTIONS

Specifier Notes: Edit the list of related sections as required for the project. List other sections dealing with work directly related to this section.

- A. Section 03 00 00 - Concrete.
- B. Section 32.12.16 – Asphalt Paving.
- C. Section 32.13.13 – Concrete Paving.
- C. Section 32 13 73 – Concrete Paving Joint Sealants.

1.03 REFERENCES

- A. ASTM D 5249 Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

1.04 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, dry area in accordance with manufacturer's instructions.

- C. Protect materials during handling and application to prevent damage.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. W. R. MEADOWS®, INC., PO Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Web Site www.wrmeadows.com.

2.02 MATERIALS

- A. Performance Based Specification: backer rod joint filler shall be flexible, lightweight, non-staining, polyethylene, and closed cell. It shall be a heat-resistant, chemical-resistant, ultraviolet-stable, non-absorbent, low density, compressible foam.
- B. Proprietary Based Specification: CERA-ROD backer rod by W. R. MEADOWS.

Specifier Notes: Specify the diameter of the backer rod based on pavement joint width. Select backer rod with diameter 1/8" larger than the width of the joint for joint widths up to 3/4". For joints 3/4" and larger, add 1/4" to diameter rod selection.

1. Diameter: [3/8 inch] [1/2 inch] [5/8 inch] [7/8 inch] [1 inch] [1 ¼ inch] [1 ½ inch] [2 inch] ([9.5 mm] [12.7 mm] [15.9 mm] [22.2 mm] [25.4 mm] [31.8 mm] [38.1 mm] [50.8 mm]).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive backer rod. Notify architect if areas are not acceptable. Do not begin application until unacceptable conditions have been corrected.

3.02 APPLICATION

- A. Install backer rod in accordance with manufacturer's instructions.
- B. Ensure joint or opening is clean, dry, and free of obstructions.
- C. Select backer rod with diameter 1/8" larger than the width of the joint for joint widths up to 3/4".
- D. For joints 3/4" and larger, add 1/4" to diameter rod selection.
- E. Uniformly install backer rod with a single-wheeled or three-wheeled roller
- F. Seal the concrete with compatible joint sealant.

3.03 PROTECTION

- A. Protect pavement joint sealant from traffic until fully cured.

END OF SECTION



SAFETY DATA SHEET

Page 1 of 2

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION										
Product:	CERA-ROD™ HEAT RESISTANT BACKER ROD	Part Number:	4680500							
Manufacturer:	W. R. Meadows®, Inc.	Address:	300 Industrial Drive Hampshire, Illinois 60140							
Telephone:	(847) 214-2100	In case of emergency, dial (800) 424-9300 (CHEMTREC)								
Revision Date:	9/9/2014									
Product Use:	Backer Rod									
SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS										
HMIS										
Health	0	Product is classified as non-hazardous per OSHA 1910.1200. Ceramar is defined by OSHA as an "article," a manufactured item that is formed to a specific shape or design during manufacture that does not release or result in exposure to a hazardous chemical under normal use conditions.								
Flammability	0									
Reactivity	0									
Personal Protection										
SECTION 3: HAZARDS COMPONENTS										
Chemical Name:	CAS Number	% by Weight	SARA	Vapor Pressure	LEL					
1. None			313	(mm Hg@20°C)	(@24°C)					
Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313."										
SECTION 4: EMERGENCY AND FIRST AID PROCEDURES										
EYE CONTACT: Flush eyes with water to remove particles										
SKIN CONTACT: Flush with water to remove particles. Wash affected areas with soap and water if available										
INHALATION: Not expected to be an exposure route.										
INGESTION: Not expected to be an exposure source.										
SECTION 5: FIRE AND EXPLOSIVES HAZARDS										
FLASHPOINT: Not Applicable										
EXTINGUISHING MEDIA: Water fog, foam, dry chemical.										
CHEMICAL/COMBUSTION HAZARDS: Carbon monoxide, carbon dioxide, and incomplete combustion products.										
PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Use appropriate respiratory protection.										
SECTION 6: ACCIDENTAL RELEASE MEASURES										
SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid.										
SECTION 7: HANDLING AND STORAGE										
SAFE HANDLING PROCEDURES: No special requirements.										
SAFE STORAGE: None.										
SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION										
Chemical Name:	PEL	OSHA	PEL/CEILING	PEL/STEL	SKIN	TLV	ACGIH	TLV/CEILING	TLV/STEL	SKIN
1. None										
ENGINEERING CONTROLS: None required under normal use conditions.										
PERSONAL PROTECTIVE EQUIPMENT: None required under normal conditions of use.										
SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES										
BOILING POINT: N/A	VAPOR DENSITY: N/A	% VOLATILE BY VOLUME: N/A								
EVAPORATION RATE: N/A	pH LEVEL: N/A	% VOLATILE BY WEIGHT: N/A								
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Red solid	VOC CONTENT: N/A								
SECTION 10: STABILITY/REACTIVITY										
STABILITY: Stable.										
HAZARDOUS POLYMERIZATION: Will not occur.										
CONDITIONS AND MATERIALS TO AVOID: None recognized.										
HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.										
SECTION 11: TOXICOLOGICAL INFORMATION										
EYE CONTACT: Direct contact may cause mechanical irritation.										
SKIN CONTACT: Direct contact may cause slight mechanical skin irritation.										
INHALATION: Not anticipated to be an exposure route.										
INGESTION: Not anticipated to be an exposure route.										
SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort.										
AGGRAVATED MEDICAL CONDITIONS: None recognized.										
OTHER HEALTH EFFECTS: None recognized										

SAFETY DATA SHEET

Date of Preparation: 9/9/14	Page 2 of 2	4680500
SECTION 12: ECOLOGICAL INFORMATION		
ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized	
SECTION 13: WASTE DISPOSAL INFORMATION		
WASTE DISPOSAL INFORMATION: Product is classified as a non-hazardous waste.		
SECTION 14: TRANSPORTATION INFORMATION		
HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.		
UN NUMBER: None	HAZARD CLASS: N/A	PACKING GROUP: N/A
UN PROPER SHIPPING NAME: N/A		
ENVIRONMENTAL HAZARDS: None recognized.		
BULK TRANSPORTATION INFORMATION: None.		
SPECIAL PRECAUTIONS: None.		
SECTION 15: REGULATORY INFORMATION		
OTHER REGULATORY CONSIDERATIONS: None recognized.		
SECTION 16: OTHER INFORMATION		
PREPARATION DATE:	9/9/2014	
PREPARED BY:	Dave Carey	

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

PRODUCT DATA SHEET

POLYFLEX TYPE 3

PART NO. 34521

MARCH 2009

READ BEFORE USING THIS PRODUCT

GENERAL Crafco PolyFlex Type 3 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and portland cement concrete pavements in warm to hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. Polyflex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. Polyflex Type 3 has been a quality Crafco product for 20 years. Several states have adopted specifications based on the performance of Polyflex Type 3. VOC = 0 g/l.

USAGE GUIDELINES PolyFlex Type 3 pavement temperature performance limits are 70-10 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

High Temperature Grade (°C)

°C	58	64	70	76	82
-4					
-10					
-16					
-22					
-28					
-34					
-40					
-46					

Low Temperature Grade (°C)

Pavement Temp for Filler Usage

SPECIFICATION CONFORMANCE The Crafco recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Recommended Specification
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max
Brookfield Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of Crafco PolyFlex Type 3 is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFTCO, Inc. warrants that CRAFTCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation**

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Questionnaire Attachment B

Request for Bid Questionnaire

All questions should be answered clearly and completely. **Marketing materials WILL NOT be accepted in lieu of this questionnaire.** This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.

General Information & References:

RESPONDENT NAME AND TITLE: <u>CURTIS WHEATERCRAFT, PRES.</u>
COMPANY: <u>CURTCO INC</u>
ADDRESS, CITY, STATE ZIP: <u>6133 Hwy 27, CENTER POINT, TX 75010</u>
TELEPHONE NUMBER: <u>830-634-3434</u>
E-MAIL: <u>cwheatercra@aol.com</u>
FEDERAL TAX ID: <u>74-2728472</u>
Provide 3 References, please include contact name, agency name, title, phone number and email of those you have provided similar services in the past three years
Reference 1: Name & Title - <u>BILL BATEMAN, Street Suprv.</u> Agency Name - <u>CITY OF ARLINGTON</u> Phone - <u>817-459-6550</u> Email - <u>Bill.Bateman@arlingtontx.gov</u>
Reference 2: Name & Title - <u>PHILLIP THOMAS - STREET Suprv.</u> Agency Name - <u>CITY OF FARMERS BRANCH</u> Phone - <u>469-853-4379</u> Email - <u>phillip.thomas@farmersbranchtx.gov</u>
Reference 3: Name & Title - <u>JAME BROWN - ST Suprv.</u> Agency Name - <u>CITY OF DUNCANVILLE</u> Phone - <u>972-780-4947</u> Email - <u>jbrown@ci.duncanville.tx.us</u>

Service Questions:

1.	How many years have you been in business?	<u>21</u>
2.	How many years have you been performing the type of work detailed in the specification?	<u>21</u>
3.	What is the total value of work you currently have under contract?	<u>< 100K</u>
4.	What is the percentage of work that is self-performed? (approximate)	<u>100%</u>
5.	Has your firm ever failed to complete a contract?	<u>NO</u>
6.	Has your firm ever filed for bankruptcy? If so, when?	<u>NO</u>
7.	Please list any pending judgment claims or suits again your company and explain on an additional page.	<u>N/A</u>
8.	Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event)	<u>NO</u>
9.	Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event)	<u>NO</u>
10.	In the event of a breakdown, where would your equipment be serviced? (Include name of business, address, phone number, and point of contact)	<u>Normally In House</u>
11.	List municipal/government agencies you have worked with, along with the contract amount , number of years contracted , agency contact , their email and phone number . Use separate sheet if needed.	<p>Contract - \$ <u>100K - 230K</u></p> <p>Yrs. Contracted - <u>5</u></p> <p>Name - <u>CITY OF GRAND PRAIRIE, MARKEL A.</u></p>

Phone - 972-237-8530
Email - malonzo@gp.tx.org

Contract - \$ 280K
Yrs. Contracted - 4

Name - ARLINGTON, BILL BATEMAN
Phone - 817-459-6550
Email - Bill.Bateman@arlington.tx.gov

Contract - \$ 80K
Yrs. Contracted - 5+

Name - DUNCANVILLE, JAMES BROWN
Phone - 972-780-4947
Email - jbrown@ci.duncanville.tx.us

12. Describe how you meet or exceed the minimum qualifications in the specification.

I HAVE OVER 25 yrs EXPERIENCE. MY JOB SUPERVISOR HAS 15 yrs OF EXPERIENCE WITH THIS TYPE OF WORK.

13. Describe the experience in providing similar services within the last 2 years:

Name - COLLIN COUNTY
Contract - \$ 200,000
Was the project finished on time - yes
Was the project within budget - yes

Name - CITY OF DENTON
Contract - \$ 50K
Was the project finished on time - yes
Was the project within budget - yes

Name - CITY OF FARMERS BRANCH
Contract - \$ 50K
Was the project finished on time - yes
Was the project within budget - yes

Name - CITY OF FRISCO

Contract - \$ 50K

Was the project finished on time - yes

Was the project within budget - yes

Name - SOUTH LAKE

Contract - \$ 10K

Was the project finished on time - yes

Was the project within budget - yes

Name - _____

Contract - \$ _____

Was the project finished on time - _____

Was the project within budget - _____

14. On the following page, list employees (last name only) along with their job title and number of years' experience in your line of work (add additional pages if necessary). Also list equipment, quantity and years in service.

LIST OF EMPLOYEES

Employee Last Name	Job Title	Years of Experience
WHEATCRAFT	PRES.	25+
GARCIA	Supervisor	15
ORDONEZ-GAMBOA	CREW leader	5
OYERVIDES	DRIVER	3
TEJES	LABOR	2
CARRANZA	LABOR	1
PASTILLO	LABOR	3

LIST OF MACHINERY AND EQUIPMENT

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the Bidder submitting this bid. It is important to state quantity and specifications of equipment available. Example: (2 each Walker automatic paint spray machines).

Equipment/Machinery	Years in Service	Qty
PRINCO E2 Pour	10	1
KRACKER BK 250	10	1
E2 POUR SERIES II	2	1
185 CFM AIR COMPRESSOR	2/10	2
ARROW Boards	2/10	2
2015 CHEVY PK	1	1
2012 " "	3	1
2006 " "	10	1
2008 F450	8	1

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	<p>Name of vendor who has a business relationship with local governmental entity.</p> <p><u>CURTEO INC</u></p>	
2	<p><input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>	
3	<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p><u>N/A</u></p> <p>Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p><u>N/A</u></p>	
4	<p><u>[Signature]</u></p> <p>Signature of vendor doing business with the governmental entity</p>	<p><u>8/17/14</u></p> <p>Date</p>

Affirmation Attachment E

**CITY OF GRAND PRAIRIE
SUBMITTAL AFFIRMATION FORM**

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items as specified in section 6 and receipt of the following addenda which are part of the Solicitation Documents:

ALL OF SECTION 6 HAS BEEN SUBMITTED

Addendum No. 8/18/16

Addendum No. _____

Addendum No. _____

Addendum No. _____

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes

No

OTHER CONDITIONS

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

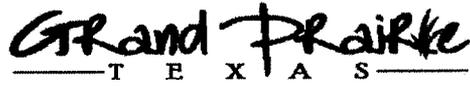
BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

[Signature]
Authorized Signature

PRES
Title

CURTIS WHEATERAFT
Print/Type Name

8/17/16
Date



**ADDENDUM #1
RFB #16133
CRACK & JOINT SEALING SERVICES**

August 18, 2016

1. Please see attached Q&A responses.

8/18/16
[Handwritten signature]

Angi Mize
Sr. Buyer
(972) 237-8262

Specification



REQUEST FOR BID
RFB #16133
CRACK & JOINT SEALING SERVICE

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of crack and joint sealing services for the City of Grand Prairie Street Division. These services shall include but not limited to cleaning, prepping and sealing of joints and/or cracks on both asphalt and concrete streets. This contract will begin on or after September 6, 2016.

2. REQUIREMENTS - Services shall include but not limited to the following:

2.1 Vendor shall furnish all equipment and supplies needed to seal joints or cracks in asphalt and concrete streets. All equipment and supplies used must be capable of performing all operations in accordance with the specification.

2.2 Joint Sealing Requirements

2.2.1 All joints shall be cleaned and dry before sealing

2.2.2 All forging materials shall be removed before sealing

2.3 Crack Sealing Requirements

2.3.1 All cracks shall be cleaned and dry before sealing

2.3.2 Cracks that are 1/8 inch should be routed to 1/4 inch.

2.3.3 A backer rod equal to Cera-Rod (Exhibit A) shall be installed in cracks that are 2 inches deep

2.3.4 A backer rod shall be compressible, non-shrinking, non-absorbent material with a melting point higher than the temperature of the material.

2.4 Product Information

2.4.1 Material shall be Crafcro Inc. Polyflex Type 3 (Exhibit B) or City approved equal. Alternate product shall be comparable to this brand. If you are submitting an equal or comparable product you must submit a sample and the specification by **August 17, 2016**, to be approved prior to bid opening. Please contact Manuel Alonzo, malonzo@gptx.org, for instructions.

2.5 Traffic Control

2.5.1 Vendor shall follow the City of Grand Prairie's Transportation Services Temporary Traffic Control Guidelines. The current version is available on the City's website: <http://www.gptx.org/city-government/city-departments/departments-g-z/transportation-services/forms>. This is a moving work zone; all lanes will be opened at the end of the day.

Specification

2.6 Work Hours

2.6.1 Regular work hours are 7:00 a.m. until 4:30 p.m. Monday through Saturday.

2.6.2 Schedule shall be coordinated with Manuel Alonzo, 972-237-8530. Manuel will provide locations to be covered.

3. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, August 8, 2016
Samples Due	Wednesday, August 17, 2016
Deadline for Questions	Wednesday, August 17, 2016
Responses to Questions	Thursday, August 18, 2016
Deadline for Receipt of Bids	Monday, August 22, 2016
Council Date	Tuesday, September 6, 2016

4.

CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **August 17, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **August 18, 2016 at 4:30 pm (CST)**.

5. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

Price	40%
Reputation	30%
Experience	20%
<u>Past Relationship with the City and/or other Municipalities</u>	<u>10%</u>
TOTAL	100%

6. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor per item/category, by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City.

Specification

7. **SUBMITTAL**

Interested parties should submit all of the following items for consideration in the order stated:

- 7.1 Bid Pricing (Attachment A)
- 7.2 Questionnaire & References (Attachment B)
- 7.3 Conflict of Interest Questionnaire (Attachment C)
- 7.4 Submittal Affirmation Form (Attachment D)
- 7.5 **OR** Statement of No Response (Attachment G)

Vendor must submit at least one hard copy and one electronic (flash drive or CD) copy or via www.bidsync.com for an annual fee of \$60. **Bids must be submitted no later than the response deadline of August 22, 2016 by 2:00 p.m. to:**

Angi Mize, Sr. Buyer
Purchasing Division
326 Main Street
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), e-mail, carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered.

The City reserves the right to reject any or all responses, to waive formalities, award a separate contract to separate vendors for each item/group, or to award one contract for the entire bid.

GUIDE SPECIFICATION FOR NON-GASSING, HEAT RESISTANT BACKER ROD: CERA-ROD™ JOINT FILLER

SECTION 07 91 23 – BACKER RODS

BACKER ROD FOR COLD-APPLIED SEALANTS

Specifier Notes: This guide specification is written according to the Construction Specifications Institute (CSI) format. The section must be carefully reviewed and edited by the architect or engineer to meet the requirements of the project. Coordinate this section with other specification sections and the drawings.

Specifier Notes: CERA-ROD is a round, flexible, continuous-length, non-absorbent, non-gassing, non-staining and non-shrinking material extruded from a cross-linked polyethylene. Compression/deflection is approximately 8 psi (55.2 KPa) at 25% deflection.

CERA-ROD is used in joints or large cracks in Portland cement or asphalt concrete. It provides the correct sealant reservoir configuration, controls joint depth, and prevents sealant run-out through the bottom of the joint. CERA-ROD also acts as a bond-breaker to prevent bottom-side sealant adhesion. CERA-ROD can be used with cold- or hot-applied sealants. It will not melt, shrink, evaporate, or stain.

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Application of closed-cell foam backer rod.

1.02 RELATED SECTIONS

Specifier Notes: Edit the list of related sections as required for the project. List other sections dealing with work directly related to this section.

- A. Section 03 00 00 - Concrete.
- B. Section 32.12.16 – Asphalt Paving.
- C. Section 32.13.13 – Concrete Paving.
- C. Section 32 13 73 – Concrete Paving Joint Sealants.

1.03 REFERENCES

- A. ASTM D 5249 Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

1.04 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Submit manufacturer's product data and application instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, dry area in accordance with manufacturer's instructions.

- C. Protect materials during handling and application to prevent damage.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. W. R. MEADOWS®, INC., PO Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Web Site www.wrmeadows.com.

2.02 MATERIALS

- A. Performance Based Specification: backer rod joint filler shall be flexible, lightweight, non-staining, polyethylene, and closed cell. It shall be a heat-resistant, chemical-resistant, ultraviolet-stable, non-absorbent, low density, compressible foam.
- B. Proprietary Based Specification: CERA-ROD backer rod by W. R. MEADOWS.

Specifier Notes: Specify the diameter of the backer rod based on pavement joint width. Select backer rod with diameter 1/8" larger than the width of the joint for joint widths up to 3/4". For joints 3/4" and larger, add 1/4" to diameter rod selection.

1. Diameter: [3/8 inch] [1/2 inch] [5/8 inch] [7/8 inch] [1 inch] [1 ¼ inch] 1 ½ inch] [2 inch] ([9.5 mm] [12.7 mm] [15.9 mm] [22.2 mm] [25.4 mm] [31.8 mm] [38.1 mm] [50.8 mm]).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive backer rod. Notify architect if areas are not acceptable. Do not begin application until unacceptable conditions have been corrected.

3.02 APPLICATION

- A. Install backer rod in accordance with manufacturer's instructions.
- B. Ensure joint or opening is clean, dry, and free of obstructions.
- C. Select backer rod with diameter 1/8" larger than the width of the joint for joint widths up to 3/4".
- D. For joints 3/4" and larger, add 1/4" to diameter rod selection.
- E. Uniformly install backer rod with a single-wheeled or three-wheeled roller
- F. Seal the concrete with compatible joint sealant.

3.03 PROTECTION

- A. Protect pavement joint sealant from traffic until fully cured.

END OF SECTION



SAFETY DATA SHEET

Page 1 of 2

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION								
Product:	CERA-ROD™ HEAT RESISTANT BACKER ROD	Part Number:	4680500					
Manufacturer:	W. R. Meadows®, Inc.	Address:	300 Industrial Drive Hampshire, Illinois 60140					
Telephone:	(847) 214-2100	In case of emergency, dial (800) 424-9300 (CHEMTREC)						
Revision Date:	9/9/2014							
Product Use:	Backer Rod							
SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS								
HMIS								
Health	0	Product is classified as non-hazardous per OSHA 1910.1200. Ceramar is defined by OSHA as an "article," a manufactured item that is formed to a specific shape or design during manufacture that does not release or result in exposure to a hazardous chemical under normal use conditions.						
Flammability	0							
Reactivity	0							
Personal Protection								
SECTION 3: HAZARDS COMPONENTS								
Chemical Name:	CAS Number	% by Weight	SARA 313	Vapor Pressure (mm Hg@20°C)	LEL (@24°C)			
1. None								
Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313."								
SECTION 4: EMERGENCY AND FIRST AID PROCEDURES								
EYE CONTACT: Flush eyes with water to remove particles								
SKIN CONTACT: Flush with water to remove particles. Wash affected areas with soap and water if available								
INHALATION: Not expected to be an exposure route.								
INGESTION: Not expected to be an exposure source.								
SECTION 5: FIRE AND EXPLOSIVES HAZARDS								
FLASHPOINT: Not Applicable								
EXTINGUISHING MEDIA: Water fog, foam, dry chemical.								
CHEMICAL/COMBUSTION HAZARDS: Carbon monoxide, carbon dioxide, and incomplete combustion products.								
PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Use appropriate respiratory protection.								
SECTION 6: ACCIDENTAL RELEASE MEASURES								
SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid.								
SECTION 7: HANDLING AND STORAGE								
SAFE HANDLING PROCEDURES: No special requirements.								
SAFE STORAGE: None.								
SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION								
	OSHA			ACGIH				
Chemical Name:	PEL	PEL/CEILING	PEL/STEL	SKIN	TLV	TLV/CEILING	TLV/STEL	SKIN
1. None								
ENGINEERING CONTROLS: None required under normal use conditions.								
PERSONAL PROTECTIVE EQUIPMENT: None required under normal conditions of use.								
SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES								
BOILING POINT: N/A	VAPOR DENSITY: N/A	% VOLATILE BY VOLUME: N/A						
EVAPORATION RATE: N/A	pH LEVEL: N/A	% VOLATILE BY WEIGHT: N/A						
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Red solid	VOC CONTENT: N/A						
SECTION 10: STABILITY/REACTIVITY								
STABILITY: Stable.								
HAZARDOUS POLYMERIZATION: Will not occur.								
CONDITIONS AND MATERIALS TO AVOID: None recognized.								
HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.								
SECTION 11: TOXICOLOGICAL INFORMATION								
EYE CONTACT: Direct contact may cause mechanical irritation.								
SKIN CONTACT: Direct contact may cause slight mechanical skin irritation.								
INHALATION: Not anticipated to be an exposure route.								
INGESTION: Not anticipated to be an exposure route.								
SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort.								
AGGRAVATED MEDICAL CONDITIONS: None recognized.								
OTHER HEALTH EFFECTS: None recognized								

SAFETY DATA SHEET

Date of Preparation: 9/9/14	Page 2 of 2	4680500
SECTION 12: ECOLOGICAL INFORMATION		
ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized	
SECTION 13: WASTE DISPOSAL INFORMATION		
WASTE DISPOSAL INFORMATION: Product is classified as a non-hazardous waste.		
SECTION 14: TRANSPORTATION INFORMATION		
HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.		
UN NUMBER: None	HAZARD CLASS: N/A	PACKING GROUP: N/A
UN PROPER SHIPPING NAME: N/A		
ENVIRONMENTAL HAZARDS: None recognized.		
BULK TRANSPORTATION INFORMATION: None.		
SPECIAL PRECAUTIONS: None.		
SECTION 15: REGULATORY INFORMATION		
OTHER REGULATORY CONSIDERATIONS: None recognized.		
SECTION 16: OTHER INFORMATION		
PREPARATION DATE:	9/9/2014	
PREPARED BY:	Dave Carey	

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

PRODUCT DATA SHEET

POLYFLEX TYPE 3

PART NO. 34521

MARCH 2009

READ BEFORE USING THIS PRODUCT

GENERAL Crafco PolyFlex Type 3 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and portland cement concrete pavements in warm to hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. Polyflex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. Polyflex Type 3 has been a quality Crafco product for 20 years. Several states have adopted specifications based on the performance of Polyflex Type 3. VOC = 0 g/l.

USAGE GUIDELINES PolyFlex Type 3 pavement temperature performance limits are 70-10 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

High Temperature Grade (°C)

	58	64	70	76	82
Low Temperature Grade (°C)	-4	-10	-16	-22	-28
	-34	-40	-46		

Pavement Temp for Filler Usage

SPECIFICATION CONFORMANCE The Crafco recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Recommended Specification
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max
Brookfield Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of Crafco PolyFlex Type 3 is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFTCO, Inc. warrants that CRAFTCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation**

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-109976

Date Filed:
09/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Curtco, Inc
Center Point, TX United States

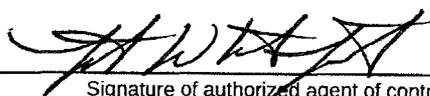
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Grand Prairie

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB#16133
Crack and Joint Sealing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wheatcraft, Curtis	Center Point, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Curtis Wheatcraft, this the 9th day of September, 20 16, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Carla Edmiston
Printed name of officer administering oath

Office Manager
Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

CURTIN1

OP ID: LS

DATE (MM/DD/YYYY)

03/24/2016

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

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

PRODUCER Insurance Concepts of San Antonio, Inc. 11120 Wurzbach, Suite 201 San Antonio, TX 78230-2426 Lana Sund	CONTACT NAME: David E. Sund PHONE (A/C, No, Ext): 210-691-0067 FAX (A/C, No): 210-691-2629 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United Fire Lloyds</td> <td>43559</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire Lloyds	43559	INSURER B : Texas Mutual Insurance Company	22945	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Curtco, Inc. 6133 Hwy 27 Center Point, TX 78010-5596														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60424006	01/01/2016	01/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60424006	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60424006	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
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	TSF0001152369	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Re: Contract No. 16049 - Joint & Crack Sealing
 The above General Liability provides Additional Insured status when required by written contract per the attached Endorsement CG 20 10 (07/04).

CERTIFICATE HOLDER**CANCELLATION**

GRANPR1 City of Grand Prairie PO Box 534045 Grand Prairie, TX 75053-4045	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 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OF ORGANIZATION TO WHOM YOU HAVE AGREED TO NAME AS ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT IF THE CONTRACT OR AGREEMENT IS EXECUTED PRIOR TO LOSS	LOCATIONS DESIGNATED AND DESCRIBED IN THE ABOVE MENTIONED WRITTEN CONTRACT OR AGEEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 50

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

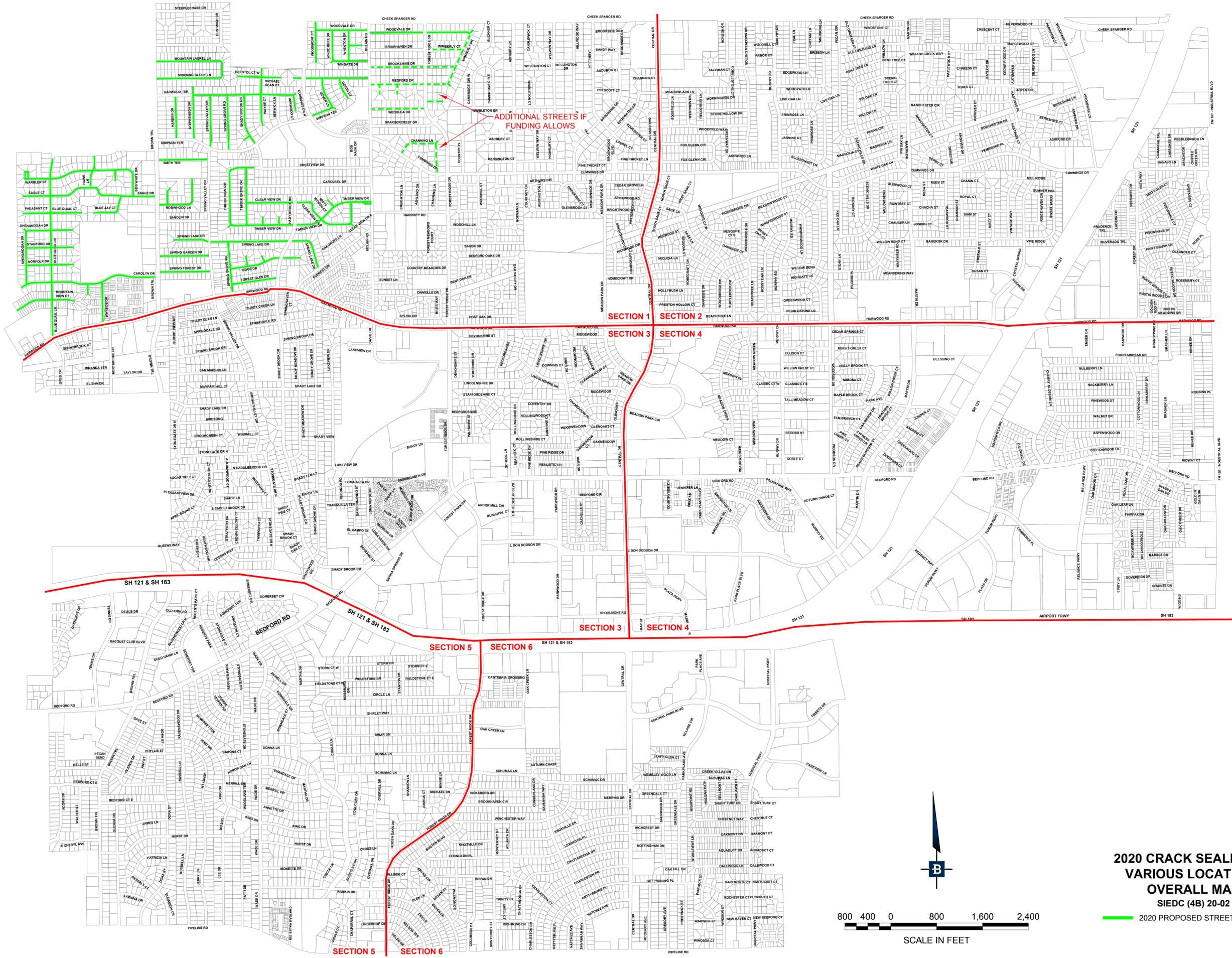
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**2020 CRACK SEALING AT
VARIOUS LOCATIONS
OVERALL MAP**
SIEDC (4B) 20-02
2020 PROPOSED STREET CRACK SEAL





Council Agenda Background

PRESENTER: Kenneth Overstreet, Director of Public Works **DATE:** 01/14/20

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to purchase 25 AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units (FMU) for traffic signals through Paradigm Traffic Systems, in the amount of \$220,000, utilizing the BuyBoard Cooperative Purchasing Agreement.

City Attorney Review: N/A

SUMMARY:

This item is to request authorization to purchase 25 AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units (FMU) for traffic signals. The FMU's would replace the current radio communication system installed in 2011 for traffic synchronization. The requested FMU's utilize a cellular system that allows the signals to communicate, or "talk" to one another, with no additional electronic equipment.

BACKGROUND:

The AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units are a cellular-based system that sends communications between the traffic signals for traffic synchronization. The current radio system utilizes older electronic equipment functions intermittently, causing inconsistent communication between the traffic signals, the elevated storage tanks and the Public Works Service Center.

The current radio system for traffic signalization was installed in 2011. The installed radio system has electronic components installed on the signals, the three elevated storage tanks and the Public Works Service Center that allow communication between the signalized intersections. The information passed through the radio signal allows the signal lights to "talk" to each other to keep the traffic pattern moving.

Approximately six years after installation, the system functioned without incident, but over the last few years there have been connectivity issues between the signal lights, the elevated storage tanks and the Service Center. After multiple investigations on the causes of the connectivity issues, it was found that five signals required repair or replacement parts and the backhaul ring between the Cummings elevated storage tank and the Service Center requires the Outdoor Unit (ODU) to be repaired since there are no spares of this equipment. This will require a tower climb to remove the ODU, the ODU to be sent out for repair, and another tower climb to reinstall the ODU. The contractor that completed the latest investigation was able to repair two of the five signals with spare equipment that was on-hand. Two of the remaining signals require the purchase of replacement equipment and one of the signals will require the reinstallation of equipment to repair the line of sight to the elevated storage tank. Staff is currently waiting on a quote from the contractor on the cost to repair the three signals and the ODU. These repairs will get the communications system working again, but with the outdated electrical equipment at the end of its life, it will only be a temporary fix.

Future communication issues may require the complete upgrade of the current system if the failed equipment cannot be repaired or replaced. In April 2018, staff received a quote of approximately \$475,000, to replace the entire system with updated electronic equipment.

The requested AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units (FMU) would replace the current radio system with a cellular-based system for traffic signal synchronization. The FMUs send data from the signal controller to the other signals and the Service Center. The total cost includes FMUs for 25 traffic signals and a 10-Year Connectivity Plan for cellular network service.

The City maintains 26 signalized intersections. The traffic signal at the intersection of Central Drive at Schumac Lane was retrofitted with an AI-500-085-02 unit when it was hit by a vehicle in October 2019, which was covered by the driver’s insurance.

The FMUs are a base unit, with the ability to be enhanced at a later date, which would move Bedford towards becoming a “Smart City”. The units have the capability to connect to the Glance TravelSafely app and connected vehicle technology. The Glance TravelSafely app has the ability to notify drivers of upcoming yellow or red lights and cyclists or pedestrians along the route. It can also warn of work-zone areas and traffic congestion ahead. As an alternative to the Opticom System that is currently used, the FMUs can support an additional option for emergency vehicle pre-emption with the purchase and installation of the pre-emption equipment on emergency vehicles. There is also a pedestrian crossing safety system available that inter-connects with the TravelSafely app.

Staff recommends purchasing 25 AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units (FMU) from Paradigm Traffic Systems by utilizing the BuyBoard Cooperative Purchasing Agreement that was approved by City Council on November 22, 2005, Resolution 05-089. If approved, the purchase would be paid out of the Street Improvement Economic Development Corporation (SIEDC) Fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase 25 AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units (FMU) for traffic signals through Paradigm Traffic Systems, in the amount of \$220,000, utilizing the BuyBoard Cooperative Purchasing Agreement.

FISCAL IMPACT:

Available Funds:	\$ 229,800.00
Actual Cost:	<u>\$ 220,000.00</u>
Remaining Funds:	\$ 9,800.00

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 25 AI-500-085-02 SERIES GLANCE PREEMPT AND PRIORITY FIELD MONITORING UNITS (FMU) FOR TRAFFIC SIGNALS THROUGH PARADIGM TRAFFIC SYSTEMS, IN THE AMOUNT OF \$220,000, UTILIZING THE BUYBOARD COOPERATIVE PURCHASING AGREEMENT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase 25 AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units with funds approved in the fiscal year 2019/2020 Street Improvement Economic Development Corporation fund; and,

WHEREAS, in order to obtain best pricing, the purchase of 25 AI-500-085-02 Series Glance Preempt & Priority Field Monitoring Units should be purchased through the Buyboard Cooperative Purchasing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein in their entirety.

SECTION 2. That the City Council does hereby authorize the City Manager to purchase 25 AI-500-085-02 Series Glance Preempt and Priority Field Monitoring Units utilizing the Buyboard Cooperative Purchasing Agreement.

SECTION 3. That funding, in the amount of \$220,000, will come from the Fiscal Year 2019/2020 Street Improvement Economic Development Corporation Fund.

PRESENTED and PASSED this 14th day of January 2020, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary



P.O. Box 5508 – Arlington – Texas – 76005-5508
 817.831.9406 – fax 817.831.9407
www.paradigmtraffic.com

QUOTATION

TO: City of Bedford
 1813 Reliance Parkway
 Bedford, TX 76021-6109

attn: David Smyth

ph:

email: David.Smyth@bedfordtx.gov

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House

Supply & Equipment &

Traffic Signals

512-467-0222 pn

1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
11/19/19	MH	30-45 Days ARO	PPD & Allowed or Add	Best Way	Destination	Net 30	Q25575MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	25	Applied Information , AI-500-085-02 - Preempt/Priority 4G 10 Year Connectivity Plan Includes: Device, Glance One Time Subscription w/Configuration NOTE: PURCHASE ORDERS MUST BE PROCESSED THROUGH WWW.BUYBOARD.COM				\$8,800.00	\$220,000.00
						TOTAL	\$220,000.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY
 Matt Hendricks
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341



Council Agenda Background

PRESENTER: Kenneth Overstreet, Director of Public Works **DATE:** 01/14/20

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a professional services agreement with Halff Associates, Inc., in an amount not to exceed \$60,000, for miscellaneous engineering services.

City Attorney Review: Yes

SUMMARY:

This item is requesting approval to enter into a professional services agreement with Halff Associates, Inc. for miscellaneous engineering services until the Senior Staff Engineer position is filled.

BACKGROUND:

Effective January 1, 2020, the Public Works Department no longer has a civil engineer on staff to review plans submitted to the City for new development or various other construction projects. Staff recommends entering into a professional services agreement, in an amount not to exceed \$60,000, with Halff Associates, Inc. for miscellaneous engineering services.

The proposed scope of work would include the review of engineering-related documents for conformance to City design criteria and accepted engineering practices, consultation of general engineering issues and attendance of the Development Review Committee (DRC) and City Council meetings, as requested by City staff.

If the professional services agreement is approved, the funds would be paid out of the Engineering Division Fiscal Year 2019/2020 budget. There is a current balance of \$31,309 in the contractual services line item and the remainder would be paid from the cost savings associated with the open Senior Staff Engineer position personnel services line item, if the full amount of the not to exceed is met.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a professional services agreement with Halff Associates, Inc., in an amount not to exceed \$60,000, for miscellaneous engineering services.

FISCAL IMPACT:

Available Balance:	\$ 31,309.00
Not to Exceed Amount:	\$ 60,000.00
Balance:	(\$ 28,691.00)
Personnel Services:	\$ 28,691.00
Balance:	\$ 0.00

ATTACHMENTS:

Resolution
Professional Services Agreement

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$60,000, FOR MISCELLANEOUS ENGINEERING SERVICES.

WHEREAS, the City Council of Bedford, Texas has determined that it is vital to have a civil engineer review development and construction plans in order to protect the vitality of neighborhoods; and,

WHEREAS, the City Council of Bedford, Texas has determined the importance of the review of engineering-related documents for conformance to City design criteria and accepted engineering practices.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council of the City of Bedford hereby approves entering into a professional services agreement with Halff Associates, Inc. for miscellaneous engineering services, in an amount not to exceed \$60,000.

SECTION 3. That the cost of said professional services agreement shall be paid from the Fiscal Year 2019/2020 Engineering Division contractual services and personnel services budget.

PRESENTED AND PASSED this 14th day of January 2020, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

AGREEMENT
BETWEEN
THE CITY OF BEDFORD, TEXAS
AND
HALFF ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

Made as of the ____ day of January 2020:

Between City: **The City of Bedford, Texas**
2000 Forest Ridge Drive
Bedford, TX 76021
Telephone: (817) 952-2100
Facsimile: (817) 952-2103

and Consultant: **Halff Associates, Inc.**
1201 N. Bowser Road
Richardson, TX 75081
Telephone: (214) 346-6200
Facsimile: (214) 739-0095

for the following Project: **City Engineer Services**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Bedford, Texas, a home-rule municipality ("City"), and **Halff Associates, Inc.**, a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage the services of Consultant to provide professional civil engineering services for **City Engineer Services** ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("**Change Order(s)**").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Bedford City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Bedford City Council's authorization for the Bedford City Manager to execute said Change Order.

 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE BEDFORD CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.

- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City or the authorized Project Manager shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's Services. The Project Manager is not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a time and materials basis in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)** ("Consultant's Fee"); shall be paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B**.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (“Contractor”) and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents (“Construction Documents”) as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

~~3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended (“Barriers Act”), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant’s Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (“TDLR”). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist (“RAS”) at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.~~

SECTION 3.1.4
NOT INCLUDED IN
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~~3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.~~

~~3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.~~

~~3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.~~

SECTION 3.1.4
NOT INCLUDED IN
CONTRACT

SBC!

~~3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.~~

~~3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.~~

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to

reasonable change provided prior written notice of said change is given to and approved by City.

POSITION	HOURLY RATE
Principal-in-Charge	\$300
Team Leader	\$244
Senior H&H Project Manager (PE)	\$202
Mid Level H&H Project Manager (PE)	\$166
Senior H&H Project Engineer (PE)	\$146
Project Manager/Project Engineer (PE)	\$137
H&H Project Engineer (EIT)	\$121
Engineer (EIT)	\$108
Sr. GIS Specialist/Project Manager	\$172
GIS Analyst	\$127
Junior GIS Analyst	\$94
Sr. Civil Engineer (PE)	\$190
Civil Engineer (PE)	\$150
Civil Engineer (EIT)	\$105
Administration	\$70
3-Man Survey Crew w/GPS	\$235
2-Man Survey Crew w/GPS	\$175
1-Man Survey Crew w/GPS	\$130
Senior RPLS	\$225
RPLS Project Manager	\$165
Survey Technician	\$120
CADD Technician	\$90
Construction Inspector	\$100
SUE Project Manager	\$210
Designating 1-Man Crew	\$80
Designating 2-Man Crew	\$160
SUE Manager	\$145
SUE Field Manager	\$130
Utility Coordinator	\$155
Contract Specialist	\$85
Pot Holing 2-Man Crew	\$260

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties,

and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX.

GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business

in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F** and incorporated herein by

reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Form 1295 Certificate of Interested Parties, attached hereto as **Exhibit G** and incorporated herein for all purposes, and the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit H** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a

mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION TO CONSULTANT'S LIABILITY (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) TO THE EXTENT RESULTING FROM THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR

DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. EXCEPT TO THE EXTENT NOT REQUIRED BY APPLICABLE LAW CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH FEDERAL IMMIGRATION CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE AMENDED TO COMPLY WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

TO THE EXTENT REQUIRED BY APPLICABLE LAW CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT.

CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**ARTICLE 11
NOTICES**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

Kenneth Overstreet
Public Works Director
City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021
Telephone: (817) 952-2100
Email: kenneth.overstreet@bedfordtx.gov

If to Consultant, addressed to it at:

Stephen Crawford, P.E., CFM
Vice President
Halff Associates, Inc.
1201 N. Bowser Road
Richardson, TX 75081
Telephone: 214-217-6605
Email: scrawford@halff.com

**ARTICLE 12
MISCELLANEOUS**

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “H,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Form 1295 Certificate of Interested Parties.

12.1.8 **Exhibit H**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and

not as damages, reasonable attorney's fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent

for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2019-2020 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2019-2020 fiscal year unless and until such funds are budgeted.
- 12.23 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.24 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Bedford, Texas,
a Texas home-rule municipality

CONSULTANT:

Halff Associates, Inc.

By:

Brian D. Bosshardt
City Manager

By:



Stephen Crawford, P.E., CFM
Vice President

APPROVED AS TO FORM:

Stan Lowry, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **BRIAN D. BOSSHARDT**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF BEDFORD, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **STEPHEN CRAWFORD**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE VICE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **HALFF ASSOCIATES, INC.**, A TEXAS CORPORATION, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF January, 2020.



Brandy E. Taylor
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 04-03-2023

City of Bedford

**EXHIBIT A
Scope of Services**

**City Engineer Services
January 2, 2020**

Scope of Work:	<p>City Engineer Services:</p> <p>Halff Associates will provide “As Needed” City Engineer Services to the City of Bedford as requested by City staff. Items of work will include but are not limited to:</p> <ol style="list-style-type: none">1. Review of Documentation – Review engineering related documents for conformance to City design criteria and accepted engineering practices.2. Consultation of General Engineering Issues – Consult with City staff of general engineering issues and provide review assistance and respond to City staff questions relative to construction plans.3. Attend Development Review Committee (DRC) meetings as requested by City staff4. Attend City Council meetings as requested by City staff <p><u>Scope Exclusions:</u></p> <ol style="list-style-type: none">1. N/A
Deliverables:	<ol style="list-style-type: none">1. As requested by the City of Bedford
Items Furnished by City:	<ol style="list-style-type: none">1. N/A
Schedule:	<p>The schedule for these services will be as determined and agreed to by Halff Associates and the City of Bedford for each task.</p>
Fees:	<p>Total Fee: \$60,000.00</p> <p>This is a (<u>Cost Plus Maximum</u>) Fee and will be billed monthly on an hourly basis. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. Services will be billed in accordance with the Rate Schedule and the Unit Pricing Schedule included in the master agreement. The maximum amount of this Work Order will not be exceeded without written authorization from the City.</p>

**EXHIBIT B
PROJECT BUDGET SUMMARY**

SEE EXHIBIT A

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

NOT APPLICABLE

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES**

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

- A. All policies shall name the City of Bedford, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
 - B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- A. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

Coverage Required	Limits
<u> X </u> 1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<u> X </u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u> 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

**EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES**

- X 4. Professional Liability
- Minimum \$ 1,000,000.00 each claim;
 - Minimum \$ 2,000,000.00 in the aggregate.
-
5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
-
- X 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.
- X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.
- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title and bid number.
11. Other Insurance Requirements (State Below):

**EXHIBIT F
AFFIDAVIT**

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, Stephen Crawford, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- _____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- _____ Other: _____
- None of the Above.

Upon filing this affidavit with the City of Bedford, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this 3 day of January, 2020.

Stephen Crawford / Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Stephen Crawford and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 3rd day of January, 2020.

Brandy E. Taylor
Notary Public in and for the State of Texas



EXHIBIT G

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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.

THERE ARE NO KNOWN BUSINESS RELATIONSHIPS BETWEEN HALFF ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR PRINCIPALS WITH THE 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.

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 NOT APPLICABLE

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 NOT APPLICABLE

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).

N/A

7 Signature of vendor doing business with the governmental entity

Stephen Crawford

1/3/20 Date



Council Agenda Background

PRESENTER: Cissy Sylo, Director of Capital Projects

DATE: 01/14/20

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to execute Contract Amendment #3 for the Professional Services Agreement between Halff Associates, Inc and the City of Bedford, Texas related to Landscape Architecture, Civil Engineering and Other Professional Services for Boys Ranch Park – Phase Next.

City Attorney Review: Yes

SUMMARY:

This item amends the agreement with Halff Associates, Inc. for the preparation of Asbestos Inspection and Consulting Services for the Facility Structures located at the Bedford Boys Ranch. The total proposed fee for these services is \$27,943. This will increase the total contract for the professional services agreement between Halff Associates, Inc. and the City of Bedford, Texas to \$2,061,943.

BACKGROUND:

The City issued RFQ 18-02 Landscape Architecture, Civil Engineering and Other Professional Services for Boys Ranch Park – Phase Next Outdoor Recreational Facilities, An Art and Entertainment Facility at Old Bedford School, and Bedford Commons Multi-Use Trail in July 2018. City Council approved a Professional Services Agreement with Halff Associates, Inc. on November 27, 2018 for \$1,897,500.

Contract Amendment #1 executed on May 8, 2019 by the City Manager in the amount of \$7,500, included the required American Land and Title Association land title survey work related to the purchase the Clubhouse for Special Needs property. Contract Amendment #1 did not need City Council authorization in accordance with state statute and the City’s purchasing policy. This increased the total contract amount to \$1,905,000.

Contract Amendment #2 was approved by City Council on September 24, 2019 for the survey, engineering, and landscape services for the preparation of construction documents of an approximately 10,000 square foot community performing arts theater on the site of Old Bedford School. This increased the contract by \$129,900 for a total contract amount of \$2,034,000.

Contract Amendment #3 includes a survey of asbestos containing materials (ACM) required under Texas Department of State Health Services rules as required for the buildings on Boys Ranch Park which will be demolished. Halff Associates, Inc. will provide an assessment of the asbestos for the eight structures listed below:

- Recreation Center and Gym at 2801 Forest Ridge Drive;
- Special Needs Building at 1308 Harwood Road;
- Bedford Splash Waterpark at 2817 R.D. Hurt Parkway;
- Theater Building at 2821 Forest Ridge Drive;
- Arts Building at 2819 R.D. Hurt Parkway;
- Bedford Senior Center at 2817 R.D. Hurt Parkway; and
- A Concession Stand and In-line Skate Rink at the Bedford Boys Ranch Park.

The total fee for the field surveys and inspections report preparation, and asbestos consulting services as described in their scope of services is \$27,943 and is a lump sump fee. The total contract amount would be \$2,061,943.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to execute Contract Amendment #3 to the Professional Services Agreement with Half Associates, Inc., and the City of Bedford, Texas for Landscape Architecture, Civil Engineering and Other Professional Services for Boys Ranch Park – Phase Next.

FISCAL IMPACT:

Series 2018 GO Bonds \$27,943.00

ATTACHMENTS:

Resolution
Contract Amendment #3

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT #3 FOR THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HALFF ASSOCIATES, INC AND THE CITY OF BEDFORD, TEXAS RELATED TO LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING AND OTHER PROFESSIONAL SERVICES FOR BOYS RANCH PARK – PHASE NEXT.

WHEREAS, the City Council of Bedford, Texas has determined that incorporating a survey of asbestos containing materials (ACM) required under Texas Department of State Health Services rules as required for buildings on Boys Ranch Park which will be demolished will increase the safety of its citizens and community; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to be responsive to the needs of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct and are incorporated here in their entirety.

SECTION 2. That the City Manager is authorized to amend the Professional Services Agreement with Halff Associates, Inc. to increase the scope of services and compensation provided to incorporate a survey of asbestos containing materials (ACM) required under Texas Department of State Health Services rules as required for buildings on Boys Ranch Park which will be demolished.

SECTION 3. That funding in the amount not to exceed \$27,943 will be paid from the Series 2018 General Obligation Refunding and Improvement Bonds for Boys Ranch Park Phase Next capital improvement project.

PRESENTED AND PASSED this 14th day of January 2020 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

CONTRACT AMENDMENT #3
BETWEEN THE CITY OF BEDFORD, TEXAS, AND HALFF ASSOCIATES, INC., FOR THE
BOYS RANCH PARK – PHASE NEXT IMPROVEMENTS PROJECT

This Contract Amendment for Professional Services, hereinafter called “Amendment #3,” is entered into by the **City of Bedford, Texas**, a municipal corporation, duly authorized to act by the City Council of said City, hereinafter called “City,” and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, hereinafter called “Consultant,” relative to Consultant providing professional engineering services to City. City and Consultant when mentioned collectively shall be referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, the City previously engaged the services of the Consultant to provide professional landscaping, architecture, civil engineering and other professional services in connection with the Boys Ranch Park – Phase Next Outdoor Recreational Facilities, An Art and Entertainment Facility at Old Bedford School, and Bedford Commons Multi-Use Trail, hereinafter called “Project”; and

WHEREAS, the Parties previously entered into a professional services agreement regarding the Project on or about November 27, 2018, in the amount of one million eight hundred ninety-seven thousand five hundred dollars (\$1,897,500), herein called the “Original Agreement”; and

WHEREAS, the Parties previously executed a subsequent Amendment #1 regarding the Project on or about May 8, 2019, in the amount of seventy-five hundred dollars (\$7,500), and increased the total Project amount to one million nine hundred five thousand dollars (\$1,905,000); and

WHEREAS, the Parties previously executed a subsequent Amendment #2 regarding the Project on or about September 24, 2019, in the amount of one hundred twenty-nine thousand dollars (\$129,000), and increased the total Project amount to two million thirty-four thousand dollars (\$2,034,000); and

WHEREAS, the Parties now desire to further amend the Original Agreement to increase the scope of services and compensation provided to incorporate a survey of asbestos containing materials (ACM) required under Texas Department of State Health Services rules as required for buildings on Boys Ranch Park which will be demolished.

For the mutual promises and benefits herein described, City and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A3 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to “Exhibit A” are hereby amended to state “Exhibits A, A1, A2, and A3.”

2. **Additional Compensation of Consultant.** City agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment #3 a total additional fee of twenty-seven thousand nine hundred forty-three dollars (\$27,943) for the additional services as set forth and described in **Exhibit B3 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to “Exhibit B” are hereby amended to state “Exhibits B, B1, B2, and B3.”

3. **Revised Compensation for Consultant's Services.** Article 3.1, Compensation for Consultant's Services, of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "one million eight hundred ninety-seven thousand five hundred dollars (\$1,897,500)" and replacing it with "two million sixty-one thousand nine hundred forty-three dollars (\$2,061,943)."

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment #3 to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment #3, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 14th day of January 2020.

HALFF ASSOCIATES, INC.

CITY OF BEDFORD, TEXAS

By: _____
Signature

By: _____
Signature

Printed Name

Brian D. Bosshardt
Printed Name

Title

City Manager
Title

Date

Date

**EXHIBIT A3
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #3
BETWEEN THE CITY OF BEDFORD, TEXAS, AND HALFF ASSOCIATES, INC., FOR BOYS
RANCH PARK – PHASE NEXT**

I. DELIVERABLES

VIII. Bedford Boys Ranch Park Asbestos Survey -

10.0 Project Overview: The project includes Asbestos Inspection and Consulting services for the Bedford Boys Ranch Park facility complex (Site or Subject Property). The Site consists of the following structures:

- Recreation Center and Gym at 2801 Forest Ridge Drive;
- Special Needs Building/Daycare at 1308 Harwood Road;
- Bedford Splash Waterpark at 2817 R.D. Hurt Parkway;
- Theater Building at 2821 Forest Ridge Drive;
- Arts Building at 2819 R.D. Hurt Parkway;
- Bedford Senior Center at 2817 R.D. Hurt Parkway; and
- A Concession Stand, In-line Skate Rink, and four Covered Pavilions at the Bedford Boys Ranch Park

It is understood that the City of Bedford (City) is considering the demolition of structures at the above referenced facility. A survey for asbestos containing materials (ACMs) is required under Texas Department of State Health Services (DSHS) rules when a building will be renovated or demolished. Halff will provide the following services:

10.1 Asbestos Inspection Services: An asbestos assessment for each of the identified facility structures that will satisfy the DSHS requirements for an asbestos assessment conducted prior to the renovation and/or demolition of public buildings. The assessment will include:

- 10.1.1 An asbestos inspector, licensed by the DSHS, will visually assess the Subject Property to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with DSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of **ACM**, if present.
- 10.1.2 A letter report will be prepared for each of the facility structures, describing the area(s) and condition of the building materials encountered during the assessment. The letter report will explain the inspection and sampling procedures and discuss the results. The report will include drawings showing material sample locations, areas, and approximate quantities of identified ACMs, if present.

Since a majority of the above referenced structures are currently occupied or are in-use, Halff will perform non-destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the Site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. A reasonable effort will be made to repair damaged sample location areas. Suspect asbestos containing materials which cannot be sampled without significant damage will be assumed to be asbestos containing until additional sampling can be conducted. This proposal does not include the preparation of abatement plans and specifications, abatement oversight or air monitoring which would be required to remove identified ACMs from the facility structures prior to demolition. These out of scope services, will be considered additional services and can be provided in a separate proposal and budget.

The above proposal is based on the following assumptions:

- The site will be accessible for sampling during normal business hours with the exception of the Special Needs Building at 2801 Forest Ridge Drive;
- 524 bulk samples and 18 roof core samples will be sufficient to thoroughly assess the structures;
- Point Count Analysis of samples is not included but can be performed for \$30/Sample;
- Sample analysis will be performed on a normal turn around basis; and
- Roof core sample locations will not need to be patched by a certified roofing contractor.

EXHIBIT B3

FEE SCHEDULE

**CONTRACT AMENDMENT #3
BETWEEN THE CITY OF BEDFORD, TEXAS, AND HALFF ASSOCIATES, INC., FOR THE
BOYS RANCH PARK – PHASE NEXT**

Bedford Boys Ranch Park Asbestos Surveys

I.	Field Surveys and Inspection	\$11,250
II.	Report Preparation and Asbestos Consulting Services	
	1. Asbestos Consultant	\$6,100
	2. CADD	\$4,800
	3. Word Processing	<u>\$1,440</u>
	Subtotal Inspection and Consulting Services	\$23,590
	Direct Costs and Reimbursable	<u>\$4,353</u>
	Total Fees	<u>\$27,943</u>

The estimated fees established above shall be considered lump sum fees. Costs incurred will be carefully monitored during the progress of this project and will not be exceeded without prior approval from the City of Bedford.



Council Agenda Background

<u>PRESENTER:</u> Mayor and Council Michael Wells, City Secretary		<u>DATE:</u> 01/14/20
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Discussion and action regarding the appointment of the Mayor Pro Tem and Board and Commission Liaisons. City Attorney Review: N/A		
<u>SUMMARY:</u> This item is for Council to appoint a new Mayor Pro Tem and the Council liaisons to the Citizen Boards and Commissions.		
<u>BACKGROUND:</u> The position of Mayor Pro Tem is currently vacant and there are several vacancies on committees and foundations on which Councilmembers serve. Councilmember Sabol currently serves as Deputy Mayor Pro Tem. This item is for Council to consider filling those vacancies and, if so desired, to make any other changes to the Board and Commission liaisons. Attached is the current listing of all existing Boards and Commissions in which Council Members serve as liaisons.		
<u>RECOMMENDATION:</u> N/A		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Council Appointments to Boards and Commissions	

**CITY OF BEDFORD
MAYOR AND CITY COUNCIL APPOINTMENTS TO
BOARDS, COMMISSIONS, AND COMMITTEES 2019-20**

Mayor Pro-Tem	<u>VACANT</u>	NEW MAYOR PRO-TEM
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BEDFORD BOARD, COMMISSION, AND COMMITTEE LIAISON	CURRENT COUNCIL MEMBER LIAISON	STAFF LIAISON	MEETING DATE	NEW COUNCIL MEMBER LIAISON
Animal Shelter Advisory Board	Roger Fisher	Brian Meaders	3x per year	
Beautification Commission	Michael Boyter	Don Henderson	3 rd Mondays @ 6:30pm	
Building & Standards Commission	N/A	Russell Hines	As called	N/A
Community Affairs Commission	Ruth Culver	Meg Jakubik	3 rd Thursday @ 5:30pm	
Cultural Commission	Amy Sabol	Wendy Hartnett	2 nd Monday @6:30 pm	
Ethics Commission	N/A	Maria Joyner	1x a year	N/A
Library Board	Dan Cogan	Maria Redburn	3 rd Wednesday @ 7:00pm	
Parks & Recreation Board	Rusty Sartor	Don Henderson	1 st Thursday @ 6:30 pm	
Planning & Zoning Commission	N/A	Bill Syblon	2 nd & 4 th Thursdays	N/A
Teen Court Advisory Board	Roger Fisher	Mindy Eichorst	Quarterly	
Trinity River Authority	<u>VACANT</u>	N/A	As necessary	
Zoning Board of Adjustments	N/A	Bill Syblon	3 rd Wednesday @ 6:00pm	N/A

COMMITTEE, FOUNDATION, AND CORPORATION MEMBERS	CURRENT COUNCIL MEMBER(S)	MEETING DATE	NEW COUNCIL MEMBER(S)
Audit Committee (Mayor and 2 Members required)	Michael Boyter, <u>VACANT</u> , Roger Fisher	Varies	
Industrial Development Authority	<u>VACANT</u> , Dan Cogan, Amy Sabol	As necessary	
Economic Development Foundation	<u>VACANT</u>	As necessary	
Street Improvement Economic Development Corporation	Michael Boyter, Ruth Culver, Roger Fisher, Rusty Sartor	3 rd Tuesday of January & July	
Investment Committee Member	Michael Boyter	Varies	
Health Facilities Development Corporation	Dan Cogan, Amy Sabol, Roger Fisher	As necessary	