



A G E N D A

Regular Meeting of the Bedford City Council
Tuesday, July 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 7:30 p.m.

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

In accordance with order of the Office of the Governor issued March 16, 2020, the City of Bedford City Council will conduct its meeting scheduled at 5:30 p.m. on Tuesday, July 14, 2020, at City Hall by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID19). There will be no public access to the location described above. Residents interested in the Council meeting can watch it live on the City’s website at <https://bedfordtx.gov/250/City-Council-Meetings-Online> or tune in to channels 16 (Spectrum) or 99 (AT&T).

The agenda packet and meeting information are posted online at <https://bedfordtx.gov/AgendaCenter/City-Council-2>. You may provide written comments on specific agenda items prior to the meeting by filling out the Comment Form at <https://bedfordtx.gov/FormCenter/City-Council-11/City-Council-Meeting-Sign-Up-Form-51>, emailing citysecretary@bedfordtx.gov or calling 817-952-2104. You may also use the Comment Form to sign up to speak on specific agenda items during the meeting by phone. You must provide a valid phone number and you will be called during the meeting at the appropriate time. All comments and requests to speak need to be received by 3:00 p.m. the day of the meeting.

WORK SESSION

- Presentation by David Pettit Economic Development.
- Discussion on performing an efficiency study/survey of the City of Bedford organization. *Item requested by Councilmember Sabol
- Discuss viability plans for a meeting/entertainment venue(s) to provide a destination and to simultaneously stimulate economic development. *Item requested by Councilmember Sabol

EXECUTIVE SESSION

To convene in closed session in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- a) Pursuant to Section 551.074, personnel matters – City Manager search.
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2, Lot 1, Bedford Baptist Temple Sub.
- c) Pursuant to Section 551.0087, deliberation regarding economic development negotiations relative to Plaza Center Addition Lot AR1A and Bedford Plz Addition 1989H Blk A Lot 4B1.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

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) June 2, 2020 work session
 - b) June 9, 2020 regular session

NEW BUSINESS

2. Public hearing and consider an ordinance to rezone Lot 1A, Block 1, Family Video Addition of Bedford, located at 1600 Bedford Road, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Animal Hospital (H/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for Bedford Family Vet to operate a veterinary office. The subject property is generally located south of Bedford Road and east of Forest Ridge Drive. (PZ-SUP-2020-50028)
3. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Chick-fil-A, Inc.
4. Consider a resolution of the City Council of the City of Bedford, Texas, directing its designated officer to calculate the voter-approval tax rate in the manner provided for a special taxing unit pursuant to Section 26.04(c-1), Texas Tax Code.
5. Consider a resolution approving the logos for Generations Park and the Center.
6. Consider a resolution authorizing the Interim City Manager to enter into an agreement with I.S. Construction Group, LLC, in an amount not to exceed \$228,000, utilizing the Texas Interlocal Purchasing System (TIPS), for a full remodel of four bathrooms, an addition of a men's locker room and an office relocation for the Utility Superintendent at the Public Works Service Center.
7. Mayor/Council Member Reports
8. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board
 - ✓ Beautification Commission
 - ✓ Community Affairs Commission
 - ✓ Cultural Commission
 - ✓ Economic Development Foundation
 - ✓ Library Advisory Board
 - ✓ Parks and Recreation Board
 - ✓ Teen Court Advisory Board
 - ✓ Senior Center Representative

9. City Manager/Staff Reports

10. 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, July 10, 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: Councilmember Amy Sabol

DATE: 07/14/20

Council Request

ITEM:

Discussion on performing an efficiency study/survey of the City of Bedford organization.

DISCUSSION:

Councilmember Sabol requested that this item be placed on the agenda.

ATTACHMENTS:

Letter of Request

From: [Amy Sabol](#)
To: [Cliff Blackwell](#)
Cc: [Michael Wells](#); [Michael Boyter](#)
Subject: Re: Bakertilly
Date: Thursday, July 2, 2020 5:56:24 PM

Ok...see if there is time. I just like to make decisions and move on.

Thank you,

Amy

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From: Cliff Blackwell <Cliff.Blackwell@bedfordtx.gov>
Sent: Thursday, July 2, 2020 4:05:40 PM
To: Amy Sabol <Amy.Sabol@bedfordtx.gov>
Cc: Michael Wells <Michael.Wells@bedfordtx.gov>; Michael Boyter <Michael.Boyter@bedfordtx.gov>
Subject: RE: Bakertilly

Sure thing Amy.

Although, we will have to place it on the agenda as a work session item instead of an executive session item.

Thanks

--

Cliff Blackwell
Interim City Manager
Office: 817-952-2106

From: Amy Sabol <Amy.Sabol@bedfordtx.gov>
Sent: Thursday, July 2, 2020 3:54 PM
To: Cliff Blackwell <Cliff.Blackwell@bedfordtx.gov>
Subject: Bakertilly

Cliff,

Let's get a decision on Bakertilly. Will you place an item on the Agenda (14th)in Executive...for us to discuss and decide what we want, or if we want to wait?

Thank you,
Amy

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Council Agenda Background

PRESENTER: Councilmember Amy Sabol

DATE: 07/14/20

Council Request

ITEM:

Discussion on viability plans for a meeting/entertainment venue(s) to provide a destination and to simultaneously stimulate economic development.

DISCUSSION:

Councilmember Sabol requested that this item be placed on the agenda.

ATTACHMENTS:

Letter of Request
Bios

From: [Amy Sabol](#)
To: [Michael Wells](#)
Cc: [Cliff Blackwell](#); [Michael Boyter](#)
Subject: Work Session item
Date: Monday, July 6, 2020 9:19:22 AM

Michael,

Please add to the July 14th work session. Later this week, I will have some supporting information to add.

Speakers: Barbara Speares, Tracy Garcia and Janice Vickery. Professionals in event/meeting planning.

Discuss viability plans for a meeting/entertainment venue(s) to provide a destination and to simultaneously stimulate economic development.

Thank you,

Amy

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Barbara E. Speares
Bedford resident 30 years

CPA Texas
MBA Finance University of Dallas
Accounting degree UT Arlington
(CPSM) Certified Professional in Supply Chain Management
(GTP) Global Travel Professional
Member: (GBTA) Global Business Travel Association National/ DFW chapter, (ISM) Institute of Supply Chain Management National/Dallas Chapter

City of Irving - Intern during college
Accountant - 4 years with the City of Irving. – budgets, general accounting, auditing, prepare bond prospectus each year.

GTE/VERIZON/Thryv – since 1988

2015 to Present – Travel Manager/Contract Manager for Thryv – oversee travel program with a high of \$15 million in spend including all travel contracts including but not limited to: airlines, travel management company, hotel, ground transportation, and all events and meetings domestically and internationally. Set up policies and procedures for the entire company for travel and related expense.

\$2.2 million achieved in cost savings in 2019 in travel spend.

Oversee meeting program for the company – annually over 250 meetings domestically across the US footprint - from 5 people to 450 at each meeting, and several large incentive meetings up to of 500 in attendance in Mexico.

Travel Program is primarily in the United States but we also do business in Philippines and India. Supply Chain/Procurement – Monitor, review, and negotiate contracts. Keep abreast of industry trends and vendor health to minimize risk. Conduct RFP's for key vendors, establish and monitor KPI's for key vendors, develop commodity and item reporting to improve critical spend for the company.

1988 to 2015 –

Budgets and forecasting for nearly every function supporting sales, marketing, finance and top executives in the company.

Lease buy analysis, manage billing departments, implemented business process improvements for departments, evaluated and designed procedures and policies for auditing digital television for billing and fraud and billing systems for cable tv division, developed end to end business processes and oversaw order and installation for direct tv division. General accounting.

Volunteer/Hobbies/History –

Cooking School – Central Market, volunteer many DFW theaters

BOARDS: various roles

Current - President ARTSDFW

Previous - Old Bedford Schoolhouse – city commission, Cultural Commission, Central Arts Bedford, Treasurer ONSTAGE in Bedford 20 plus years

Janice Vickery
1617 Oak Creek Drive
Hurst , Texas 76054

Education – BA in Creative Marketing from Oral Roberts University,
Tulsa, Oklahoma

Certifications – CMP – Certified Meeting Professional - Current
Oklahoma Real Estate Broker’s License – Current

Professional Career –

1995-2000 Regional Director of Sales for La Quinta Inns and Suites –
Directing 13 hotels to better REV PAR index (Revenue per average
room) through creative marketing ideas in the following markets: San
Angelo, Abilene, 5 properties in Fort Worth, two in Irving, one in
Arlington, one in Bedford and one in Euless and one in North Richland
Hills.

Marriott International – 2000-2009– Director of Marketing for
Courtyard Branded and Marriott Corporate Managed Properties for
Bedford, Las Colinas and Arlington. Then was promoted to include the
new SpringHill Brand and Towne Place Suites brand. I was on the
opening team for these new properties and responsibilities included
building databases for these new brands and conducting exposure
through Grand Openings and all digital marketing.

2009-2014 – Director of Sales for the Hurst Conference Center – Hurst,
Texas. I began before the building was opened and had 8 months of
pre-sales for the building. Once the building was open my team
conducted several soft openings and then a Grand Opening in
September of 2009. This property was originally managed by
VenuWorks out of Cedar Rapids, Iowa and then their contract was
dropped and the city began to operate it in 2012. The last two years I
was with the Conference Center, I operated as a commissioned sales



Tracy Garcia, CEM

Director, Events & Trade Shows

8725 Shadywood Lane
North Richland Hills, TX 76182
Mobile: 847-331-7020
E-Mail:
mtgarcia12321@outlook.com

Tracy Garcia, CEM has more than 25 years of trade show, meeting, and event experience, working for show management companies, non-profits, for-profit show companies, and corporations. With such a diverse events background, Tracy discovered her niche was in the logistics and overall leadership of trade shows and events.

Having worked in the industry since 1990, Tracy has been responsible for organizing more than 145 global events covering a multitude of industries, including technology, food, construction, medical, print, manufacturing, and user groups. Mrs. Garcia has held executive management positions overseeing the full end-to-end event lifecycle.

While with Informa, LLC Tracy was responsible for the strategic direction, marketing, sales, conference, logistics, housing, and registration for two annual events in the construction industry. She executes programs and manages partnerships to not only increase the number of exhibitors and attendees, but also satisfaction, loyalty, and retention.

Tracy holds a BS in Business and Economics from Winona State University, Winona, MN. She is a graduate of the Krakoff Leadership Institute in 2012 and completed her CEM certification in 2008.

Tracy has been involved with a number of trades show and event industry organizations including the International Association of Exhibitions and Events (IAEE), Professional Convention Management Association (PCMA), Healthcare Convention & Exhibitors Association (HCEA), Society of Independent Show Organizers (SISO), Trade Show Exhibitors Association (TSEA), and Major American Trade Show Organizers (MATSO).

person and stepped down from the Directorship because of the way the marketing plan was constructed. The city only wanted to go after the wedding market and social events, which are really hard on a facility. It was more profitable to market toward multiple day events for associations and corporate, so they could enjoy hotel tax dollars, incremental income from shopping facilities, restaurants and the conference center itself.



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 07/14/20

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) June 16, 2020 special session
- b) June 23, 2020 regular session

DISCUSSION:

N/A

ATTACHMENTS:

June 16, 2020 special session
June 23, 2020 regular session

Council Minutes June 16, 2020

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 5:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 16th day of June, 2020 with the following members present:

Michael Boyter
Tom Burnett
Dan Cogan
Ruth Culver
Amy Sabol

Mayor
Councilmembers

constituting a quorum.

Councilmember Sartor arrived at 5:57 p.m. Councilmember Gagliardi was absent from the meeting.

Staff present included:

Cliff Blackwell
Matt Butler
Michael Wells
Andrew Kloefkorn
Kenny Overstreet
Bill Syblon

Interim City Manager
City Attorney
City Secretary
Neighborhood Services Manager
Public Works Director
Development Director

SPECIAL SESSION

The Special Session began at 5:30 p.m.

CALL TO ORDER

Mayor Boyter called the meeting to order.

EXECUTIVE SESSION

a) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 2, Lot 1, Bedford Baptist Temple Sub.

Council convened into Executive Session pursuant to Texas Government Code Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 2, Lot 1, Bedford Baptist Temple Sub., at 5:31 p.m.

Council reconvened from Executive Session at 5:42 p.m. Any necessary action to be taken as a result of the Executive Session will be during the Special Session.

Council Minutes June 16, 2020

OPEN FORUM

Nobody signed up to speak under Open Forum.

- 1. Consider an ordinance of the City of Bedford amending Chapter 42, Court by amending and replacing Section 42-67 relative to the jurisdiction of the municipal court authorizing the municipal court to issue search warrants for the purpose of investigating nuisances and seizure warrants for the purpose of removing offending property; providing a cumulative clause; providing a severability clause; and establishing an effective date.**

Neighborhood Services Manager Andrew Kloefkorn stated Council directed staff to bring an ordinance to expedite the abatement process by allowing the Municipal Court to issue warrants to search and seize health and safety nuisances at their meeting on March 10, 2020. He presented an overview of the of the Neighborhood Services Division (NSD), including their mission and values statements, the new approach to code compliance under the NSD, the values of the NSD, and the process of building a code case. He discussed various types of code cases and processes and procedures related to each, including high grass and weeds, accumulation of debris, green pool and stagnant water, and junked motor vehicles. In response to questions from Council, Mr. Kloefkorn stated a vehicle needs current tags, inflated tires, no broken windows or run on its own to be considered operable, and the City must give the vehicle owner 30 days to move a junk motor vehicle. He presented information on the estimated cost to the City to abate these violations and a map of residents on fixed incomes. There was discussion on where the information on the map was derived. Mr. Kloefkorn presented an overview of legal considerations when working code violations, the current abatement process, the effects of the COVID-19 shutdown, and a recent reorganization of the NSD.

There was discussion on the status of various residential code issues throughout the City; the current abatement process, including the length of time it takes to abate a property; underlying causes for code violations; staff's daily procedures and tracking code cases; issues related to evicting renters; communication between the NSD and the Police Department; codification of procedures; issues with parking on grass and illegal structures; issues with contacting property owners; time limits on obtaining permits; and updating the City's codes. There was discussion on donation bins throughout the City, including their proliferation; the process and cost for removing the bins; the timeframe for due process; and the effect of the shutdown on contacting property owners regarding removal of the bins. Mr. Kloefkorn stated there should be progress on donation bins by the end of the month or the middle of July. There was discussion on parking of tractor trailers; NSD officers working on Saturdays; the goal of no complaints going to Council in the future; increasing budget for abatements; communication between the Police Department and the NSD; and Volunteers in Police Service working on vehicle issues.

There was discussion on the proposed ordinance, including its purpose and the types of cases currently heard by the Building and Standards Commission. City Attorney Matt Butler stated that state law allows City officials to abate public nuisances without a warrant and the proposed ordinance provides another layer of protection for property owners by not allowing a City official to come on their property without a warrant. He further stated the Municipal Court Judge would ensure probable cause exists before signing a warrant. There was further discussion on the Judge's opinion on the ordinance; how nuisances and violations are defined; ensuring property owners have due process; other cities moving away for that type of ordinance; and property rights. Mayor Boyter stated in review that Council and staff need to perform an extensive review of ordinances; discuss issues related to donation bins; enhance the ability to deal with repeat

Council Minutes June 16, 2020

offenders; review enforcement procedures; review communication regarding ordinances and expectations; find new ways to utilize City assets for abatement; discuss NSD officers working on Saturdays; increase communication in following up with residents; discuss a better partnership between the Police Department and the NSD; and discuss Council priorities regarding their expectations of the NSD.

Motioned by Councilmember Sartor, seconded by Councilmember Cogan, to deny an ordinance of the City of Bedford amending Chapter 42, Court by amending and replacing Section 42-67 relative to the jurisdiction of the municipal court authorizing the municipal court to issue search warrants for the purpose of investigating nuisances and seizure warrants for the purpose of removing offending property; providing a cumulative clause; providing a severability clause; and establishing an effective date.

Motion approved 5-1-0. Mayor Boyter declared the motion carried.

Voting in favor of the motion: Mayor Boyter, Councilmember Sartor, Councilmember Cogan, Councilmember Burnett and Councilmember Culver

Voting in opposition to the motion: Councilmember Sabol

2. Consider a resolution regarding the City of Bedford's participation in Tarrant County's Community Development Block Grant, HOME Investment Partnership and Emergency Solutions Grant Consortium funding for the three-program year period, Fiscal Year 2021 through Fiscal Year 2023.

Public Works Director Kenny Overstreet presented information regarding this item, which is to allow the City of Bedford to continue to participate in the Community Development Block Grant (CDBG), the HOME investment, and the Emergency Solutions Grant Consortium programs for the next three fiscal years. He presented examples of CDBG projects.

Motioned by Councilmember Cogan, seconded by Councilmember Sabol, to approve a resolution regarding the City of Bedford's participation in Tarrant County's Community Development Block Grant, HOME Investment Partnership and Emergency Solutions Grant Consortium funding for the three-program year period, Fiscal Year 2021 through Fiscal Year 2023.

Motion approved 6-0-0. Mayor Boyter declared the motion carried.

3. Conduct a charrette for the central Bedford City Hall area.

Development Director Bill Syblon stated the Council approved a contract with David Pettit Economic Development to create a Tax Increment Reinvestment Zone (TIRZ) for the central Bedford City Hall area to leverage and promote development within the defined zone. A visioning process, or charette, is part of the TIRZ process, and a draft master plan for the zone is a requirement of the application to Tarrant County.

David Pettit with David Pettit Economic Development stated the visioning process helps them prepare their taxable value analysis and project and financing plan. The purpose of the charette exercise is to receive Council's thoughts and direction regarding the type of development they wish to see in the zone. Brian Moore with GFF Architects presented an overview of previous Bedford Common plans. He stated they want to ensure that thought is given to the types of uses and densities that are both market-driven and compatible with previous plans and Council's

Council Minutes June 16, 2020

interests as they go through the master planning process. There was discussion on the negative impact to office, retail and the hospitality industry of COVID-19 and the stability of ad valorem taxation produced from high-quality residential development compared to sales tax.

There was discussion on residential uses in TIRZ, including single family, townhomes and multifamily; the previous Bedford Commons vision and plans; the possibility of a new city hall; vertical mixed-use development compared to horizontal mixed-use development, with multifamily and/or townhomes serving as a buffer between single family residential and commercial uses; new development coexisting with redevelopment; incorporating the property south of the Library; finding something unique to give people a reason to come to Bedford; technology, including making Bedford a "smart" city; a concert venue; a retail-restaurant experiential concept; food trucks; an outdoor gathering space; projects in other cities; the TIRZ not being located on a hard corner; park space; connecting Generations Park, the Library, the Old Bedford School and the TIRZ; creating a place for people to socialize; creating a visually entertaining place; water features programmed to music; creating something to keep residents in Bedford; projecting movies; creating a destination; attracting younger people to the City; creating a draw that increases the value of the property around it; focusing on higher-end single family residential as opposed to multi-family; making the area golf cart friendly; and spurring redevelopment.

Councilmember Sabol left the meeting at 9:49 p.m.

Mr. Moore discussed assets already in the area, including a highpoint, trees, and creek that could be used to tie pedestrian strands together. He further discussed surrounding the highpoint, trees and creek with small scale commercial; putting something between the commercial uses to tie into the greenspace; and the rest of the TIRZ being residential development. There was discussion on City regulations regarding density and removing multifamily as an option; townhomes; pricing the land so the City can get the use it wants; room in the TIRZ for traditional single family; Council's desire for high-end residential ownership versus renting; the geography and topography of the area; making the TIRZ unique and family-oriented; the importance of home ownership; keeping property values on the higher end; and getting interest from developers before finalizing the TIRZ. There was discussion on the next steps, including that Mr. Pettit and Mr. Moore will bring back master plan concepts at a future Council meeting.

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

No action was necessary as a result of the Executive Session.

ADJOURNMENT

Mayor Boyter adjourned the meeting at 10:11 p.m.

Michael Boyter, Mayor

Council Minutes June 16, 2020

ATTEST:

Michael Wells, City Secretary

Council Minutes June 23, 2020

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 and Regular Session at 7:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 23rd day of June, 2020 with the following members present:

Amy Sabol
Tom Burnett
Dan Cogan
Ruth Culver
Rob Gagliardi
Rusty Sartor

Mayor Pro Tem
Councilmembers

constituting a quorum.

Mayor Boyter was absent from the meeting.

Staff present included:

Cliff Blackwell
Stan Lowry
Michael Wells
Sean Fay
Wendy Hartnett
Meg Jakubik
Maria Joyner
Maria Redburn
Kelly Snook
Bill Syblon
David Yancy

Interim City Manager
City Attorney
City Secretary
Fire Chief
Special Events Manager
Strategic Services Manager
Finance Director
Library Director
Interim Capital Projects Director
Development Director
Information Technology Manager

WORK SESSION

Mayor Pro Tem Sabol called the Work Session to order at 5:30 p.m. She stated Mr. Boyter would not be in attendance at the meeting.

• Presentation and discussion on a business assistance task force.

Community Affairs Commission Chairperson Sal Caruso stated the Mayor asked the Commission to get involved with helping small businesses reopen. The Commission met the previous Thursday and developed ideas, including expanding the “We’re Open” Facebook page to Nextdoor; the City and businesses holding raffles; getting businesses to help each other; offering social media classes; creating “Shop Bedford First” t-shirts; and including a coupon page to hand out at City facilities and businesses, as well as an insert to the water bill. He stated the Commission voted to cancel upcoming events and the remainder of their budget can go towards

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some of these programs. There was discussion on getting a list of businesses to target, utilizing social media platforms to reach younger people, and a timeframe for implementing the programs.

- **Provide information to Council on performing an overall efficiency assessment.**

David Eisenlorh with Bakertilly stated his understanding is that the Council is looking for a review of the organization's efficiency and effectiveness in advance of the selection of a new city manager. He further stated Council asking for such an assessment is not typical but is a best practice. He presented an overview of his background and the company; the services they offer, including audit and assurance, municipal advisory, and consulting; and their public sector performance optimization services. He stated the first step in the process is to determine the organization's primary opportunities and concerns. Mr. Eiserlorh presented an overview of their methodology and approach, examples of data-driven analysis and benchmarking, and an overview of the project timeline, which he stated could be compressed. There was discussion on different approaches that can be taken with the assessment and the size of the company's team that would work on the assessment. Mr. Eiserlorh stated the cost of a front-end diagnostic of the organization would cost approximately \$40,000 to \$50,000, with remaining funds going towards focus areas. There was discussion on not moving forward on the assessment until the new city manager is hired.

- **Update on the Phase Next project, including revised branding concepts for Generations Park and CNTR and incorporating the City's history into the project.**

Interim Capital Projects Director Kelly Snook reminded Council of an open house to view and vote on the various options for the finishes for the Center. She updated Council on the fencing plan for the project and recommended the message to the public be that the park is closed. The proposed fencing plan does not put a fence around the entire park, only the portion under construction, and the vehicular drives would be blocked. There was discussion on communicating with the residents on Lakeview Drive and installing semi-permanent signage regarding parking on Lakeview Drive. In response to questions from Council, Ms. Snook stated the type of fencing is generally chain link with black mesh and six feet in height, and the costs are within the scope of the contract. A majority of the Council was in favor of also fencing off the pavilion and bathrooms.

Ms. Snook presented an overview of possible heritage items for Generations Park and the Center, including the concrete "BR" signage in front of the Boys Ranch Activity Center (BRAC), the basketball court flooring in the BRAC, a bell, stonework on the Trinity Arts Guild Building, a bookcase in the Center, a rail system to hang framed items, a glass case display, and metal interpretive signage. There was discussion on the background of the bell, an iron sign in front of the Trinity Arts Building, a gas streetlight, the concrete signage in front of the BRAC, incorporating the flooring of the basketball court, the rail system and the glass case, allowances for heritage items in the project's budget, including an historical plaque on the monument signage at the pedestrian entrance to the park, and interpretive signage.

Brad Bishop and Mike Thurman with Torch Creative presented revised branding concepts for Generations Park and the Center. They discussed logo research and presented samples of logos for other parks. They stated these logos need to be used on anything from shirts to signage. They discussed research on signage and reinforcing the City's brand, specifically with the Bedford "B" and stamp logo. They presented updated logos for the Park and the Center and stated the ones for the Center are influenced by the diagonal pillars on the bottom of the facility. There was discussion on having the logos match; working BR, and specifically the logo in the middle of the

Council Minutes June 23, 2020

basketball court, into the center of the logos; the history of the Boys Ranch Park; incorporating elements of the Park, including the lake with the fountain, into the logos; what in the elements says "Bedford"; events bringing people from outside the City; including "Bedford" in the logo; and the logos being used in the signage at other City parks. There was further discussion on the next steps in the process, including Torch sending updated concepts directly to the Council via email and having them respond to the Interim City Manager.

- **Review options for re-opening the Bedford Public Library.**

This item was moved to after Item # 8.

Library Director Maria Redburn presented an overview of the plan to reopened the Library, including proposed hours of operation, safety protocols, the areas of the Library that would remain closed, square footage of the open areas of the Library to calculate the maximum capacity of 25 percent, and available and non-available services. She stated the proposal is based on bringing back all part-time staff at a cost of \$30,000 from June 24 to September 30, which is already budgeted. The Library would be open six days a week, with two nights of service. There would be certain times set aside for at-risk populations at which times masks would be required. A "grab-and-go" service model would be employed, and a greeter's station placed in the lobby to enforce the maximum capacity of 32 people. Certain bathroom stalls would be shut to decrease the number that need to be sanitized. There would be seven sanitation stations throughout the Library. Staff would wear masks at the service points, only provide service where they can maintain social distancing, and shelve and pull holds only during closed hours. Frequently touched surfaces would be cleaned on an hourly schedule. All seating would be closed, and nine computers would be made available that would be sanitized between users and have keyboard covers.

There was discussion on the reaction to the first phase of reopening; the YMCA lunch program; staff's thoughts about the reopening plan; procedures if people refuse to wear masks; computer appointment usage; enforcement of the maximum capacity; procedures if the Library is forced to close again; following Tarrant County's lead on closures; computers in the teen area; and the closure of the interactive area in the children's area. Ms. Redburn stated she wanted to reopen the Library on June 29, 2020 and Council was of the consensus for the Library to reopen on that date.

REGULAR SESSION

The Regular Session began at 7:46 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Pro Tem Sabol called the meeting to order.

INVOCATION

Councilmember Sartor gave the invocation.

PLEDGE OF ALLEGIANCE

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

Council Minutes June 23, 2020

ANNOUNCEMENTS/UPCOMING EVENTS

No announcements were made.

OPEN FORUM

Nobody signed up to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Culver, seconded by Councilmember Burnett, to approve following item by consent: 1

Motion approved 6-0-0. Mayor Pro Tem Sabol declared the motion carried.

1. **Consider approval of the following City Council minutes:**
 - a) **June 2, 2020 work session**
 - b) **June 9, 2020 regular session**

This item was approved by consent.

COUNCIL RECOGNITION

2. **Presentation of Texas Municipal Library Directors Association Excellence in Libraries Award.**

Jana Prock, TML Board Representative and Keller Library Director, presented the Texas Municipal Library Directors Association Excellence in Libraries Award to Library Director Maria Redburn and Administrative/Volunteer Coordinator Cynthia Reid.

PERSONS TO BE HEARD

Due to technical difficulties, this item was moved to after Item #6.

3. **The following individual has requested to speak to the Council tonight under Persons to be Heard:**
 - a) **Stacey MacDonald, 2608 Willow Bend, Bedford, Texas 76021 - Request to speak to Council to request code change to an existing code.**

Stacey MacDonald, 2608 Willow Bend, Bedford – Ms. MacDonald spoke to Council via telephone. She stated she wanted Council to amend the current code to prohibit debris and furniture on residential front porches, even if it is modified, which would match regulations in the City of Euless. She stated she planned on starting a petition to change the code and asked how many signatures would be required. She discussed examples of couches on front porches and an appliance being used as a flower bed. There was discussion on Council updating the code to forgo the need of a petition.

NEW BUSINESS

4. **Consider a resolution authorizing the Interim City Manager to lease replacement public safety laptop computers and related accessories for the Fire Department through CDW-**

Council Minutes June 23, 2020

G/VAR Technology Finance, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

Information Technology Manager David Yancy presented information regarding this item, which is to replace all the mobile computers for the Fire Department. Staff recommends going with a five-year lease at \$17,904 a year for 21 devices and docking stations. The lease also comes with a five-year warranty. In response to questions from Council, Mr. Yancy stated these devices can convert from a traditional laptop to a tablet form. Staff chose the lease option to purchase the devices for \$1.00 each at the end of the lease period. There was discussion on the ruggedness of the devices.

Motioned by Councilmember Cogan, seconded by Councilmember Gagliardi, to approve a resolution authorizing the Interim City Manager to lease replacement public safety laptop computers and related accessories for the Fire Department through CDW-G/VAR Technology Finance, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

Motion approved 6-0-0. Mayor Pro Tem Sabol declared the motion carried.

5. Consider a resolution authorizing the Interim City Manager to lease replacement public safety laptop computers and related accessories for the Police Department and Neighborhood Services Division through Dell Financial Services, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

Mr. Yancy presented information regarding this item, which is to replace all the mobile computers for the Police Department and provide laptops for the Neighborhood Services Officers. He stated they are ruggedized laptops that stay docked into vehicles. Currently, there are enough laptops for one laptop per vehicle, which then must stay on constantly. With the lease of 48 laptops and docking stations, there would be enough for one laptop per shift. Staff recommends a five-year lease with a \$1.00 buyout for \$24,977.

Motioned by Councilmember Sartor, seconded by Councilmember Burnett, to approve a resolution authorizing the Interim City Manager to lease replacement public safety laptop computers and related accessories for the Police Department and Neighborhood Services Division through Dell Financial Services, a cooperative contract vendor with the Texas Department of Information Resources (DIR).

Motion approved 6-0-0. Mayor Pro Tem Sabol declared the motion carried.

6. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Chick-fil-A, Inc.

Mr. Blackwell stated the contract for this item is being finalized. No action took place on this item.

7. Mayor/Council Member Reports

Councilmember Gagliardi stated the Cultural Commission has exciting things planned.

Council Minutes June 23, 2020

Councilmember Sartor and Special Events Manager Wendy Hartnett presented information on two projects approved by the Parks and Recreation Board at their previous meeting. The first is a musical pocket park at the Old Bedford School paid for by Sparkling Ice. The cost to the City would be approximately \$1,000 for a cement pad to make it ADA accessible. The second is a possible basketball court at Stormie Jones Park through the Nancy Lieberman Foundation in partnership with the Covenant Church in Colleyville. There was discussion on the timeframe and maintenance for both projects; and the impact of COVID-19 on the pocket park.

8. City Manager/Staff Reports

a) **COVID-19 update to discuss the progress of the City as it works to achieve its goals of Life Safety, Continuance of Services, and Fiscal Sustainability.**

Fire Chief Sean Fay stated the three goals for the pandemic are life safety, continuance of services, and fiscal sustainability. He gave an overview of the timeline and events between this update to Council and the first one on April 28, 2020, including facility closures and modified operations; the issuance of field directives; the purchase of bolstered levels of personal protective equipment (PPE); the activation of a virtual Emergency Operations Center (EOC) on April 14 and the functions of the EOC; a paramedic in dispatch program; the development of Continuation of Operations Plans for each Department and reopening plans for each facility; modified business practices; COVID-19 specific safety training for all City employees; and the beginning of reopening facilities on June 8, 2020. He stated that the first two goals have been achieved.

Chief Fay presented information on the first phase of testing services for certain at-risk facilities, specifically skilled nursing facilities. He stated there was only one identified case from the four facilities in Bedford. He presented statistics on the amount and distribution of the City's PPE stock, as well as COVID-19 caseloads both county and city-wide between April 28 and June 17, 2020. He stated the EOC communicates throughout the week and that the safety officer within the EOC monitors changing conditions in the City. There have been no reported negative impacts with reopening based on recent interviews of all City departments. He stated the cities of Bedford and Euless worked with the state to provide another mobile testing facility in Bedford, which would be testing for two days the following week. Chief Fay recommended maintaining the virtual EOC through August at a minimum; monitoring daily operations and making recommendations to Interim City Manager Cliff Blackwell; and championing the use of facemasks. There was discussion on advertising for the testing centers, including flyers at local pharmacies; and the reason for mobile testing sites, including to avoid overserving one segment of the population geographically and allowing people to travel less distance.

Mr. Blackwell discussed the City's financial sustainability. He stated at the meeting on April 28, staff presented the anticipated impact of COVID-19 on the City's revenues and expenditures. Revenue was projected to be \$34,922,967, compared to a \$37,700,000 budget, with projected expenditures of \$35,254,480, for a potential deficit of approximately \$331,000. He discussed savings that were identified in order to reduce expenditures. Staff revaluated the City's financial position in May and both revenue and expenditures were projected closer to \$35,000,000. Based on current figures, staff anticipates a slight decline in property tax collections. Sales tax for April declined less than nine percent compared to staff's initial prediction of a 40 percent decline. Further, the City qualifies for funding through the Coronavirus Relief (CARES) Act and Tarrant County has already advanced the funding to the City. Mr. Blackwell stated revenue is now estimated to be approximately \$35,700,000. Identified savings were prioritized and worked back into the budget, putting expenditures at approximately \$34,800,000.

Council Minutes June 23, 2020

Strategic Services Manager Meg Jakubik discussed the CARES Act funding through Tarrant County. She stated Bedford was allocated \$2,684,550 and presented examples of what is being paid out of the funding, including extra PPE, building modifications, enhanced telework, quarantining expenses, medical equipment, and the costs associated with testing at-risk facilities. The overall budget for the funding includes approximately \$600,000 for medical expenses, approximately \$161,000 for public health expenses, approximately \$261,000 for public health compliance expenses, approximately \$270,000 for economic support, and approximately \$28,000 for miscellaneous expenses. The remainder of expenses were put towards payroll expenses, including COVID-19 leave and staff time spent on COVID-19 related issues. There was discussion on auditing expenses.

EXECUTIVE SESSION

- a) Pursuant to Section 551.074, personnel matters - City Manager search.**
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 2, Lot 1, Bedford Baptist Temple Sub.**
- c) Pursuant to Section 551.0087, deliberation regarding economic development negotiations relative to Plaza Center Addition Lot AR1A and Bedford Plz Addition 1989H Blk A Lot 4B1.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.074, personnel matters – City Manager search; Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 2, Lot 1, Bedford Baptist Temple Sub.; and Section 551.0087, deliberation regarding economic development negotiations relative to Plaza Center Addition Lot AR1A and Bedford Plz Addition 1989H Blk A Lot 4B1, at 9:47 p.m.

Council reconvened from Executive Session at 10:18 p.m. Any necessary action to be taken as a result of the Executive Session will be during the Regular Session.

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

Regarding Block 2, Lot 1, Bedford Baptist Temple Sub., a motion was made by Councilmember Burnett, seconded by Councilmember Gagliardi, to authorize the Interim City Manager to execute a real estate purchase contract in an amount not to exceed \$50,000.

Motion approved 6-0-0. Mayor Pro Tem Sabol declared the motion carried.

ADJOURNMENT

Mayor Pro Tem Sabol adjourned the meeting at 10:20 p.m.

Michael Boyter, Mayor

Council Minutes June 23, 2020

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: William Syblon, Development Director

DATE: 07/14/20

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone Lot 1A, Block 1, Family Video Addition of Bedford, located at 1600 Bedford Road, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Animal Hospital (H/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for Bedford Family Vet to operate a veterinary office. The subject property is generally located south of Bedford Road and east of Forest Ridge Drive. (PZ-SUP-2020-50028)

City Attorney Review: N/A

SUMMARY:

This item is a request for a specific use permit (SUP) to allow Chase Michalek with Bedford Family Vet, to operate an Animal Hospital and Clinic at 1600 Bedford Road, Suite 100 (previously the location of Family Video).

BACKGROUND:

The subject property is located in a strip shopping center at the southeast corner of the intersection of Bedford Road and Forest Ridge Drive. The lot has a multi-tenant retail building with approximately three tenant spaces. This application is for a SUP for a new animal hospital and clinic to take over the tenant space, which formally housed Family Video.

The new vet clinic will be 4,838 sq.ft. and will undergo a total interior remodel. The glass block tower located in front of the building will be removed and the canopy will be cut back to be flush with the rest of the canopy, leaving a gable at the entry. The existing metal roof and fascia will be painted gray.

The Zoning Ordinance defines Animal Hospitals and Clinics for the care of temporary boarding of domestic household pets, vet offices, pet clinics as follows:

The office and clinic of a doctor of veterinary medicine, not including outside treatment pens.

Minimum Specific Use Permit Conditions (In addition to a Site Plan and a Public Hearing):

- No outside treatment pens
- No dumpster shall be located within fifty (50) feet of a residentially zoned property

Minimum Specific Use Permit Conditions (In addition to a Site Plan and a Public Hearing):

- No additional conditions

The Planning and Zoning Commission recommended approval of this application at their June 18, 2020 meeting, with a unanimous vote.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 1A, Block 1, Family Video Addition of Bedford, located at 1600 Bedford Road, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Animal Hospital (H/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for Bedford Family Vet to operate a veterinary office. The subject property is generally located south of Bedford Road and east of Forest Ridge Drive. (PZ-SUP-2020-50028)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Site Plan
Aerial
Planning and Zoning Minutes

ORDINANCE NO. 2020-

AN ORDINANCE TO REZONE LOT 1A, BLOCK 1, FAMILY VIDEO ADDITION OF BEDFORD, LOCATED AT 1600 BEDFORD ROAD, BEDFORD, TEXAS FROM HEAVY COMMERCIAL (H) TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/ANIMAL HOSPITAL (H/SUP), SPECIFIC TO SECTION 3.2.C.10.G, ANIMAL HOSPITALS AND CLINICS FOR THE CARE AND TEMPORARY BOARDING OF DOMESTIC HOUSEHOLD PETS, VET OFFICES, CLINICS, OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR BEDFORD FAMILY VET TO OPERATE A VETERINARY OFFICE. THE SUBJECT PROPERTY IS GENERALLY LOCATED SOUTH OF BEDFORD ROAD AND EAST OF FOREST RIDGE DRIVE. (PZ-SUP-2020-50028)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas that the Zoning Ordinance be rezoned for the property known as Lot 1A, Block 1, Family Video Addition of Bedford, located at 1600 Bedford Road, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Animal Hospital (H/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for Bedford Family Vet to operate a veterinary office. The subject property is generally located south of Bedford Road and east of Forest Ridge Drive. (PZ-SUP-2020-50028)

NOW, THEREFORE, BE IT ORDAINED 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 Section 2 of the Zoning Ordinance be amended, and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:

Lot 1A, Block 1, Family Video Addition of Bedford, shall be shown as approved by this ordinance.

SECTION 3. That the Site Plan attached hereto as Exhibit "A," is approved as a component of this ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.

SECTION 4. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

SECTION 7. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

ORDINANCE NO. 2020-

PRESENTED AND PASSED this 14th day of July 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:

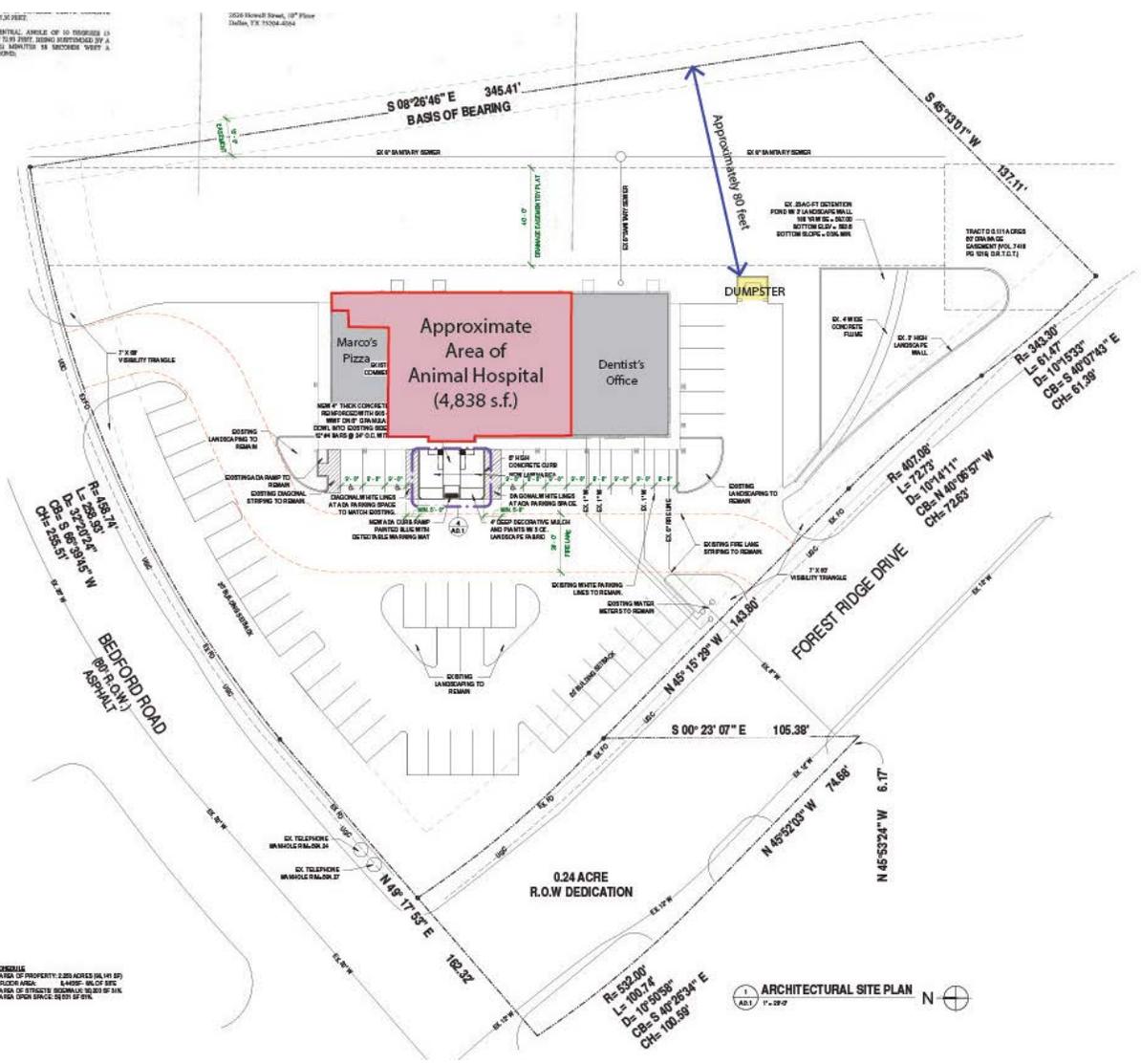
Michael Wells, City Secretary

APPROVED AS TO FORM:

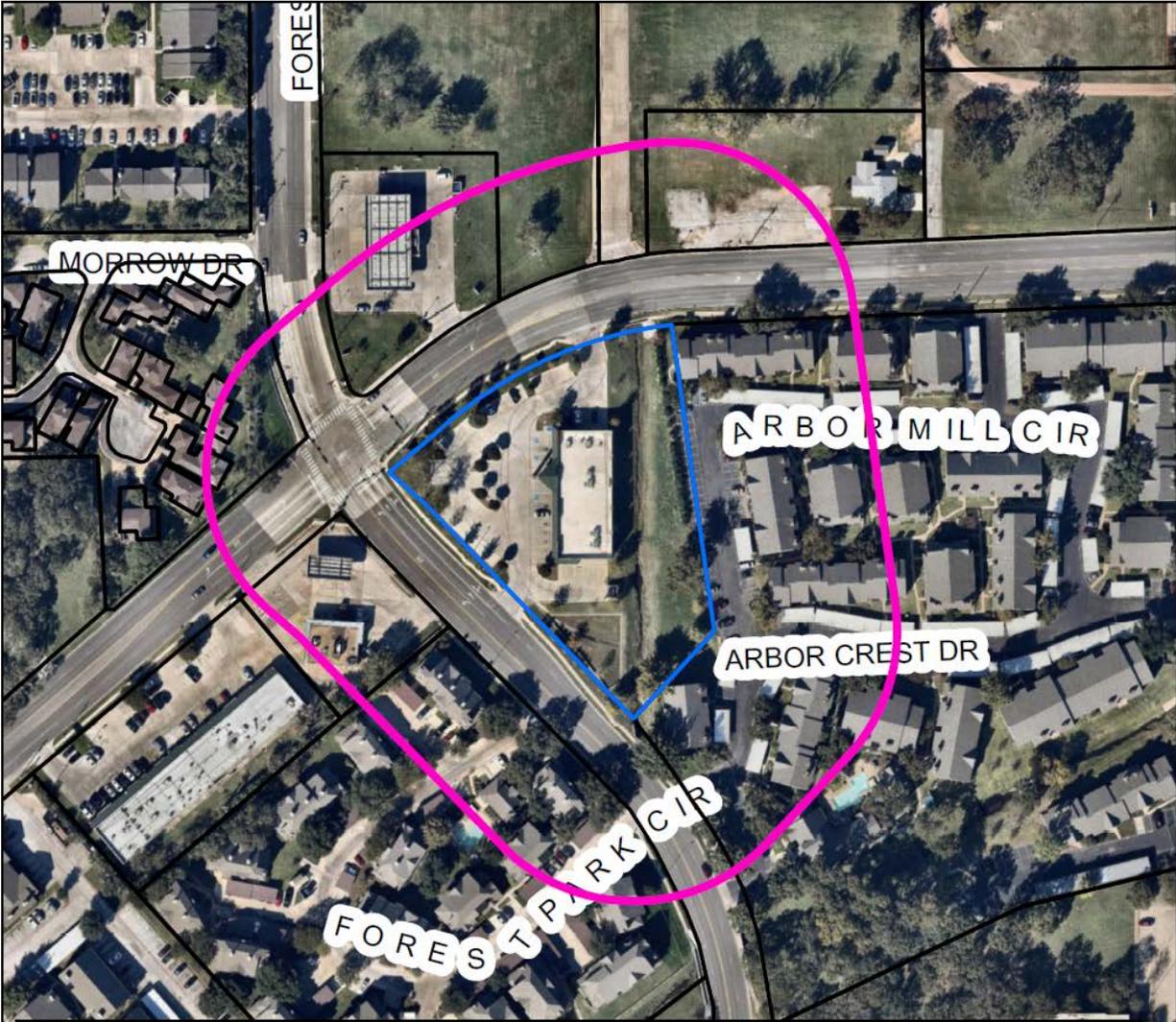
Stan Lowry, City Attorney

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AREA SCHEDULE
 GROSS AREA OF PROPERTY: 2.28 ACRES (98,141 SF)
 GROSS FLOOR AREA: 8,400 SF (8,400 SF)
 GROSS AREA OF STRIPES: 10,000 SF (10,000 SF)
 GROSS AREA UNDER COVER: 10,000 SF



**PZ-SUP-2020—50028 Bedford family Vet
 Site Plan
 1600 Bedford Road, Suite 100, Bedford, TX**



Hearing
Date: 06-18-20 PZ-SUP-2020-50028

Address: 1600 Bedford Road
Bedford, TX 76021

Legal Description:
FAMILY VIDEO ADDITION OF BEDFORD
Lot 1A, Block 1

 200 Ft Buffer
 Project Location



* NOTE: This data is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 18, 2020**

DRAFT

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF BEDFORD §

The Planning and Zoning Commission of the City of Bedford, Texas, met in Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. via videoconference, Bedford, Texas on the 18th day of June, 2020 with the following members present:

Chairman: Todd Carlson
Vice Chairperson: Michael Davis
Members: Keith Quigley
 Tom Stroope
 Bryan Henderson
 Linda Moye

Constituting a quorum.

Staff present included:

Bill Syblon Development Director
Kristtina Starnes Planning & Zoning Assistant

(The following items were considered in accordance with the official agenda posted by June 12, 2020)

CALL TO ORDER

Chairman Carlson called the Work Session to order at 6:17 p.m.

WORK SESSION

The Commission and Staff reviewed and discussed items on the regular agenda.

Chairman Carlson adjourned the Work Session at 6:25 p.m.

REGULAR SESSION

The Planning and Zoning Commission convened via videoconference at 6:30 p.m. and the Regular Session began.

CALL TO ORDER

Chairman Carlson called the meeting to order at 6:33 p.m.

INVOCATION

Vice Chairman Davis gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 18, 2020**

DRAFT

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: May 28, 2020 regular meeting.**

Motion: Commissioner Stroope made a motion to approve the meeting minutes of the May 28, 2020 regular meeting.

Commissioner Henderson seconded the motion and the vote was as follows:

Ayes:	Commissioners Quigley, Stroope, Henderson, Moye, Vice Chairman Davis and Chairman Carlson
Nays:	None
Abstention:	None

Motion approved 6-0-0. Chairman Carlson declared the May 28, 2020 meeting minutes approved.

PUBLIC HEARINGS

- 2. Zoning Case PZ-ZC-2020-50006, public hearing and consider a request to rezone Tract 3A03, Abstract 1080, Matson, James M Survey, and Lot 1, Block 1, Sexton Addition, located at 2513, 2517 & 2521 Pipeline Road, Bedford, Texas from R-9,000 Single-Family Residential Detached (R9) to Medium-Density Residential – Single-Family Detached (MD-3), allowing Jim Dewey, Jr. to construct a 22-lot subdivision. The property is generally located north of Pipeline Road and west of Hospital Parkway. (PZ-ZC-2020-50006)**

Zoning Case PZ-ZC-2020-50006 was postponed to date specific.

- 3. Zoning Case PZ-SUP-2020-50028, public hearing and consider a request to rezone Lot 1A, Block 1, Family Video Addition of Bedford, located at 1600 Bedford Road, Bedford, Texas from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Animal Hospital (H/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for Bedford Family Vet to operate a veterinary office. The subject property is generally located south of Bedford Road and east of Forest Ridge Drive. (PZ-SUP-2020-50028)**

Jayashree Narayana, Planning Consultant, presented Zoning Case PZ-SUP-2020-50028.

This is a specific use permit case is for a veterinary clinic, located at the southeast corner of intersection at Bedford Road and Forest Ridge Drive in an existing shopping center. They are taking over the suite where the former Family Video was operating between Marco's Pizza and a dentist's office. The glass tower in front of the suite will be removed, and the canopy will be cut back and flush with the existing canopy on the building. The existing metal roof and fascia will be painted gray.

Matt Collins, petitioner, 13174 Knollton Court, Fishers, Indiana.

Mr. Collins is with MD Architects and representing the applicant. The applicants have gone in and taken out the existing Family Video location and will put in a veterinary hospital with five exam rooms. There will not be overnight boarding or offer any services of that nature. They will see dogs and cats; domestic animals only. There will be a surgical space in the back of the office.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 18, 2020**

DRAFT

Chairman Carlson opened the public hearing at 6:44 p.m.

Chairman Carlson closed the public hearing at 6:45 p.m.

Motion: Commissioner Quigley made a motion to approve zoning case PZ-SUP-2020-50028.

Vice Chairman Davis seconded the motion and the vote was as follows:

Ayes: Commissioners Quigley, Stroope, Henderson, Moye, Vice Chairman Davis and Chairman Carlson

Nays: None

Abstention: None

Motion approved 6-0-0. Chairman Carlson recommended to approve zoning case PZ-SUP-2020-50028.

- 4. Plat Case PZ-RP-2020-50033, consideration of a replat for City of Bedford. The property is zoned Planned Unit Development (PUD), and the legal description is Lot 2, Block 1, Texas American Bankshares Addition, being replatted to Lot 2-R, Block 1, Texas American Bankshares Addition. The property is located at 1840 L Don Dodson Drive, Bedford, Texas, generally located south of L Don Dodson Drive and east of Forest Ridge Drive. (PZ-RP-2020-50033)**

Jayashree Narayana, Planning Consultant, presented Zoning Case PZ-RP-2020-50033.

This is a replat located at the southeast corner of L Don Dodson Drive and Forest Ridge Drive on the Bedford City Hall campus. The City of Bedford subdivision ordinance requires a replat for any new easement on a property. The purpose of this replat is to create an electric utility easement of approximately 740 square feet in the vicinity of the northeast corner of this site. This is for Oncor utilities to serve City Hall.

ADJOURNMENT

Motion: Commissioner Henderson made a motion to adjourn.

All commissioners in favor.

Ayes: Commissioners Quigley, Stroope, Henderson, Moye, Vice Chairman Davis and Chairman Carlson

Nays: None

Abstention: None

Motion approved 6-0-0. Chairman Carlson adjourned the Planning and Zoning Commission meeting at 6:51 p.m.

**Todd Carlson, Chairman
Planning and Zoning Commission**

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 18, 2020**

DRAFT

ATTEST:

**Kristtina Starnes
Planning & Zoning Assistant**

ITEM #3 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Strategic Services Manager **DATE:** 07/14/20

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

ITEM:

Consider a resolution of the City Council of the City of Bedford, Texas, directing its designated officer to calculate the voter-approval tax rate in the manner provided for a special taxing unit pursuant to Section 26.04(c-1), Texas Tax Code.

City Attorney Review: Yes

SUMMARY:

This item directs Bedford's designated officer, the Tarrant County Tax-Assessor Collector, to calculate the voter-approval tax rate in the manner of a special taxing unit for the 2020 Tax Year due to the Disaster Declaration issued for the State of Texas due to the Coronavirus. A City Council must take formal action to request the change in calculation.

BACKGROUND:

Senate Bill 2 (S.B. 2) of the 86th legislature lowered the property tax rate a taxing unit can adopt without voter approval by reducing the percentage the maintenance and operations rate may be increased from eight percent (8%) to three point five percent (3.5%). A special taxing unit is not subject to the 3.5% voter-approval rate and remains subject to the 8% voter-approval rate. S.B. 2 also amended the Texas Tax Code to add Section 26.04(c-1), which states "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." Due to the novel coronavirus, designated COVID-19, Governor Greg Abbott declared a State of Disaster on March 13, 2020 for all counties in the State of Texas.

In order to ensure there is a record of the decision and limit confusion for the designated officer making the calculation, the City Council will need to approve the attached resolution in order to affirm the desire to calculate the voter-approval rate in the manner of a special taxing unit. For the City of Bedford, the designated officer is the Tarrant County Tax-Assessor Collector. The City Council is not making a decision on the tax rate with this resolution. The process for deliberating on the tax rate will follow the budget calendar discussed previously, with the adoption of the tax rate scheduled for the meeting on August 24, 2020.

RECOMMENDATION:

Based on the will of the City Council, please select the appropriate motion below:

Approval of a resolution of the City Council of the City of Bedford, Texas, directing its designated officer to calculate the voter-approval tax rate in the manner provided for a special taxing unit pursuant to Section 26.04(c-1), Texas Tax Code.

or

Denial of a resolution of the City Council of the City of Bedford, Texas, directing its designated officer to calculate the voter-approval tax rate in the manner provided for a special taxing unit pursuant to Section 26.04(c-1), Texas Tax Code.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, DIRECTING ITS DESIGNATED OFFICER TO CALCULATE THE VOTER-APPROVAL TAX RATE IN THE MANNER PROVIDED FOR A SPECIAL TAXING UNIT PURSUANT TO SECTION 26.04(C-1), TEXAS TAX CODE.

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and,

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and,

WHEREAS, the 86th Legislative Session amended Section 26.04(c-1), Texas Tax Code, with Senate Bill 2, which gives a city council located in a disaster area the discretion to direct its designated officer to calculate the voter-approval tax rate in the manner of provided for a special taxing unit; and,

WHEREAS, a special taxing unit is not subject to the 3.5% voter-approval rate and remains subject to the 8% voter-approval rate; and,

WHEREAS, the City Council finds that by using this statutory ability to use an 8 percent multiplier for the voter-approval rate will benefit the City of Bedford and its residents in light of the economic downturn in response to COVID-19.

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. The City Council hereby resolves that its designated officers are directed to calculate an eight (8) percent voter-approval tax rate as is within the City's discretion under Section 26.04(c-1), Texas Tax Code.

PRESENTED AND PASSED this 14th day of July 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: Cliff Blackwell, Interim City Manager

DATE: 07/14/20

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

ITEM:

Consider a resolution approving the logos for Generations Park and the Center.

City Attorney Review: Yes

SUMMARY:

This item is to formally approve the logo for Generations Park and the Center.

BACKGROUND:

At the February 4, 2020 Work Session, Council came to the consensus for staff to engage with Torch Creative on branding for the Phase Next project. Brad Bishop and Mike Thurman with Torch Creative presented their initial logo concepts for Generations Park and the Center at the Council Work Session on June 2, 2020. Based on the feedback from Council, Mr. Bishop and Mr. Thurman presented updated logo concepts at the Council meeting on June 23, 2020.

Mr. Bishop and Mr. Thurman developed final logo concepts based on further feedback from Council. Council was asked their preference on those concepts and the attached resolution is to approve the logos based on Council's preferences.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving the logos for Generations Park and the Center.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Exhibit A
Council Preferences

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE LOGOS FOR GENERATIONS PARK AND THE CENTER.

WHEREAS, the City Council of Bedford, Texas was of the consensus for staff to engage with Torch Creative on branding for the Phase Next project; and,

WHEREAS, Torch Creative presented logo concepts for Generations Park and the Center at the June 2, 2020 Council Work Session and the June 23, 2020 Council meeting; and,

WHEREAS, the members of the City Council have indicated their preferences for the final logo concepts developed by Torch Creative.

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 Bedford, Texas approves the logos for Generations Park and the Center as presented in Exhibit A.

PRESENTED AND PASSED this 14th day of July, 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

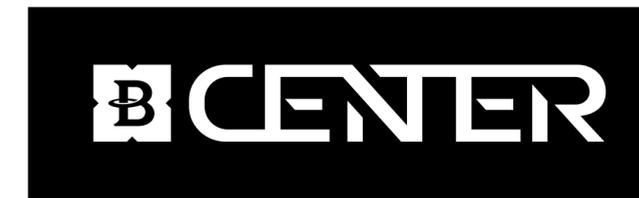
ATTEST:

Michael Wells, City Secretary

PMS 296 Blue PMS 5415 Lt. Blue White



PMS 296 Blue PMS 5415 Lt. Blue White



GENERATIONS PARK LOGO CONCEPTS



Michael Boyter					
Tom Burnett	X	Like (#3)	Like (#2)	Like (#1)	
Dan Cogan	X	Like (#1)	X	X	
Ruth Culver	X	Like (#1 or #2)	Like (#1 or #2)	X	
Rob Gagliardi	Like (#2)	Like (#1)	X	X	
Amy Sabol	X	X	X	Like (#1)	
Rusty Sartor	Like (#2)	Like (#1)	X	X	

COMMENTARY:

Michael Boyter	no comments
Tom Burnett	I am disappointed that in version one of the park logo they did not use the B R in the font style from the gym floor. I believe that was what Rob and Dan were requesting
Dan Cogan	I would like to see how we could refine these even more to a final design.
Ruth Culver	no comments
Rob Gagliardi	no comments
Amy Sabol	no comments
Rusty Sartor	The type of sign needed for either may make a difference between my choices in the look when completed.

GENERATIONS PARK LOGO CONCEPTS



Michael Boyter		
Tom Burnett	Like (#2)	Like (#1)
Dan Cogan	X	Like (would like to see more refinement)
Ruth Culver	Like (#1)	X
Rob Gagliardi	Like (#1)	Like (#2)
Amy Sabol	Like (#1 or #2)	Like (#1 or #2)
Rusty Sartor	Like (#1)	X



Council Agenda Background

PRESENTER: Kenneth Overstreet, Director of Public Works **DATE:** 07/14/20

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into an agreement with I.S. Construction Group, LLC, in an amount not to exceed \$228,000, utilizing the Texas Interlocal Purchasing System (TIPS), for a full remodel of four bathrooms, an addition of a men's locker room and an office relocation for the Utility Superintendent at the Public Works Service Center.

City Attorney Review: Yes

SUMMARY:

The four Public Works restrooms are in need of remodel due to deterioration, safety, and to comply with the Americans with Disabilities Act of 1990 (ADA). An updated and modern appearance of the restrooms, to include a more privatized locker space for employees, and the relocation of the Utility Superintendent's office space, will complete the changes.

BACKGROUND:

In preparation for the FY2018/2019 budget, Facility Maintenance staff received an estimated cost of \$145,000 for the remodel of four bathrooms at the Public Works facility.

During the planning process, a conversion of the Utility Superintendent's office into a locker room and to build a new office where the lockers currently located was decided. It was brought to staff's attention that per Section 1051.703 of the Occupations Code, a building owned by a political subdivision of the state and having construction costs that exceed \$100,000 must have an architect prepare the plans or specifications. City staff then sought design plan assistance, which delayed the project.

On October 8, 2019, City management requested a budget amendment allowing allocated funds for the FY 2018/2019 construction and modification project be appropriated in the FY 2019/2020 budget, and the project completion timeline was moved to FY 2019/2020.

A slab leak was identified in the men's restroom, located in the breakroom of the building, during the time that Facility Maintenance was obtaining architectural design plans. Emergency repairs fixed the leak, but insulation remains visible and tiles and countertops are still damaged. The replacement of broken tiles, damaged countertops and fixtures were not performed at this time because of the impending remodel.

Three bids were received by Facility Maintenance for the proposed remodel, with the lowest bid, in an amount not to exceed \$228,000, submitted by I.S. Construction Group, LLC, a participating vendor with the Texas Interlocal Purchasing System (TIPS). City staff recommends utilizing I.S. Construction Group to complete the project. This company is based out of Arlington, Texas and holds a Texas Historically Underutilized Business (HUB) certificate. This certificate is issued by the State of Texas to businesses that are certified as minority, woman, and service disabled veteran-owned businesses.

I.S. Construction Group plans to complete the proposed project in two phases, with a completion timeline of approximately 63 days. This will allow the restrooms in the hallway to be utilized while the restrooms in the breakroom are being renovated, and vice versa. New tiling, flooring, fixtures, and

lighting will transform the spaces significantly. In an effort to become compliant with the ADA, restroom doorways will be widened, bathroom stalls and showers will be reconfigured, and the floorplan will accommodate a turning radius for people utilizing walkers, wheelchairs, and mobility chairs. Privacy walls will be strategically placed to prevent line-of-sight, or mirror reflections into the restrooms from the hallway, offices or breakrooms surrounding the existing restrooms.

The two restrooms in the main hallway of the building currently house two stalls each. With the proposed remodel, they will be reconfigured to become one large restroom, with a privacy wall and a sink that can accommodate individuals that utilize wheelchairs, walkers, and mobility chairs. The restrooms in the employee breakroom will receive a more extensive transformation, such as the women’s restroom will receive an ADA compliant shower and two toilet stalls, one of which will be handicap accessible. A privacy wall and new sinks will be installed, and the locker area will be reconfigured.

The men’s restroom will also receive an ADA compliant shower and two toilet stalls. Privacy walls will be installed, as well as two urinals. The office space being utilized by the Utility Superintendent will be reconfigured as a locker room within the men’s restroom. There are currently two doors to this office. The door that currently opens to the breakroom will become part of the locker area wall, and the door leads into the utilities supplies bay will become an additional entrance into the locker room/restroom. A privacy wall will be constructed at this additional entrance to prevent line-of-sight into the locker room area. The main entrance to this restroom is located within the employee breakroom. Contractors will utilize the existing lockers that were purchased in 2015. Additionally, the wash closet utilized by Facility Maintenance staff will be relocated from the front office hallway to the men’s restroom. The office space of the Utility Superintendent will then be relocated to the lockers’ current position.

If approved, the project will be paid out of the Utilities fund. The Engineering Capital Outlay will encompass \$143,630, the Water Division Contract Labor will contribute \$50,000 and the Wastewater Division Contract Labor will contribute \$34,800 towards this project.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into an agreement with I.S. Construction Group, LLC, in an amount not to exceed \$228,000, utilizing the Texas Interlocal Purchasing System (TIPS), for a full remodel of four bathrooms, an addition of a men’s locker room and an office relocation for the Utility Superintendent at the Public Works Service Center.

FISCAL IMPACT:

Engineering Capital Outlay	\$143,630
Water Division Contract Labor	\$ 50,000
Wastewater Division Contract Labor	\$ 34,800
Total project cost	\$228,430
Total budget	\$228,430
Not to exceed project budget	\$228,000
Remaining Funds	\$ 430

ATTACHMENTS:

- Resolution
- Agreement Between City and Contractor Bid Proposal
- TIPS Vendor Agreement
- Restroom Photos

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH I.S. CONSTRUCTION GROUP, LLC, IN AN AMOUNT NOT TO EXCEED \$228,000, UTILIZING THE TEXAS INTERLOCAL PURCHASING SYSTEM (TIPS), FOR A FULL REMODEL OF FOUR BATHROOMS, AN ADDITION OF A MEN'S LOCKER ROOM OFF OF ONE OF THE RESTROOMS AND AN OFFICE RELOCATION FOR THE UTILITY SUPERINTENDENT AT PUBLIC WORKS.

WHEREAS, the City Council of Bedford, Texas has determined that providing a remodel to four bathrooms, an addition of a men's locker room off of one of the restrooms and an office relocation for the utility Superintendent at Public Works is necessary to provide a safe and friendly community environment; and,

WHEREAS, the City Council of Bedford, Texas has determined that a construction and modification project of the restrooms, locker room addition and office relocation, that complies with the Americans with Disabilities Act of 1990, is being 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 herein their entirety,
- SECTION 2. That the City does hereby authorize the Interim City Manager to enter into an agreement with I.S. Construction Group, LLC for a full remodel of four bathrooms, an addition of a men's locker room off of one of the restrooms and an office relocation for the Utility Superintendent is necessary; and,
- SECTION 3. That funding, in an amount not to exceed \$228,000, utilizing the Texas Interlocal Purchasing System (TIPS) will be paid out of the Utilities Fund. The Engineering Capital Outlay will encompass \$143,630, the Water Division Contract Labor will contribute \$50,000 and the Wastewater Division Contract Labor will contribute \$34,800 for this project.

PRESENTED AND PASSED this 14th day of July 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

**ARTICLE I
PURPOSE**

The purpose of this agreement is to utilize the Texas Interlocal Purchasing System's Job Order Contract for Services agreement with I.S. Construction Group, LLC, for the Bedford Public Works Restroom Remodel through the City of Bedford 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.

**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
I.S. Construction Group, LLC

CITY OF BEDFORD, TEXAS

Gene Hubble
Vice President

CLIFF BLACKWELL
Interim City Manager

Date: _____

Date: _____

CITY ATTORNEY



I.S. Construction Group, LLC

June 18, 2020

Mr. Kenny Overstreet
Public Works Director
City of Bedford
1813 Reliance Parkway
Bedford, Texas 76021

Re: Bedford Public Works Restroom Remodel (Revised Bid 6-18-2020)
1813 Reliance Parkway
Bedford, Texas 76021

Dear Chuck:

Per your request, our revised bid for Bedford Public Works Restroom Remodel at the above referenced location is Two Hundred Twenty-seven Thousand Nine Hundred Fifty-two and NO/100 Dollars (\$ 227,952.00). We have the following clarifications:

1. Our bid is based on plan and specification drawn by OWT Architects dated October 25, 2019 which include sheets Cover, GO.2, D1.0, A2.1, A2.2, A2.3, A5.0, A5.1, S1.1, M1.1, P1.0, P2.0, P2.1, PD1.0, PD1.1, & E1.1.
2. We exclude any unseen conditions that may exist.
3. Our bid excludes Building Permit and but includes Trade Permits but excludes any comcheck, third party inspections and ADA inspections.
4. All work to be performed during normal working hours.
5. Our bid does not include Payment and Performance Bonds or Maintenance Bonds if these are required please add \$ 5,698.00 to our base bid.
6. Our bid includes the TIPS Fee of 2% on the total contract amount.
7. Our bid excludes any asbestos removal, encasement, encapsulation, or testing.
8. Our bid for Alternate #2 Office Conversion to Locker Room is Fifteen Thousand Seven-eight and NO/100 Dollars (\$ 15,078.00) is included in our bid above.
9. Our Bid for Alternate #3 Office Addition is Twenty-five Thousand Twenty-nine and NO/100 Dollars (\$ 25,029.00) is included in our bid above.
10. Our alternate deduct to the plumbing for this project for \$25,600.00 for using our alternate fixture package, PVC and Pex piping in lieu of Cast Iron and Copper piping is included in our bid above.
11. The deduct for the tile material is based on 4.50 per square foot. Color samples will be furnished for the owner to make tile selections.
12. Our bid above includes completing this project in two phases.

131 Remington Park Dr., Springtown, TX 76082



I.S. Construction Group, LLC

Mr. Kenny Overstreet
June 18, 2020
Page Two

We appreciate the opportunity to bid this project for you and look forward to working with you on this and future projects. Please let me know if you want us to complete this work. Should you have any questions, please call me.

Sincerely,

I.S. Construction Group, LLC
Gene Hubble
Vice President

TIPS Contract 181101
Vendor # 4538
Leed Certified & HUB Certified General Contractor

TIPS VENDOR AGREEMENT

Between I.S. Construction Group, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RCSP 181101 JOB ORDER CONTRACTING (JOC)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge” or “\$0” or other similar indication.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas

exempts or does not impose a tax on similar sales of items to this state or a political subdivision county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is **for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.** The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Page 5 of 12

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 181101 Job Order Contracting (JOC)

Company Name I.S. Construction Group, LLC

Address 3009 Sandy Lane

City Fort Worth State TX Zip 76112

Phone 817-999-9154 Fax 817-457-7180

Email of Authorized Representative ghubble@innoser.com

Name of Authorized Representative Gene Hubble

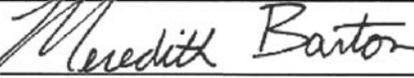
Title Vice President

Signature of Authorized Representative 

Date 12/10/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/7/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Jensen Mabe, Construction Program Manager	Contact
Phone	+1 (903) 243-4759 x			Department
Fax	+1 (866) 749-6674 x			Building
Bid Number	181101			Floor/Room
Title	Job Order Contracting	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	11/1/2018 08:04 AM (CT)			Email
Close Date	12/14/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (903) 438-6237 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company I.S. Construction Group, LLC
 Address 3009 Sandy Lane
 Fort Worth, TX 76112
 Contact Gene Hubble
 Department
 Building
 Floor/Room
 Telephone (817) 999-9154
 Fax (817) 457-7180
 Email ghubble@innoser.com
 Submitted 12/13/2018 10:53:54 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Gene Hubble

Email ghubble@innoser.com

Supplier Notes

Thank you for the opportunity to bid for this JOC contract!

Thanks!
Gene Hubble

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States? Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Texas
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Commercial General Contractor specializing in remodels, alterations, finishout, renovations, maintenance repairs, and new construction state wide in Texas.
6	Primary Contact Name	Primary Contact Name	Gene Hubble
7	Primary Contact Title	Primary Contact Title	Vice President
8	Primary Contact Email	Primary Contact Email	ghubble@innoser.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8179999154
10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	8174577180
11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	8179999154
12	Secondary Contact Name	Secondary Contact Name	Doug Henderson
13	Secondary Contact Title	Secondary Contact Title	Vice President
14	Secondary Contact Email	Secondary Contact Email	dhenderson@innoser.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9727549929
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8174577180
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9727549929
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Gene Hubble
19	Admin Fee Contact Email	Admin Fee Contact Email	ghubble@innoser.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8179999154
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Gene Hubble
22	Purchase Order Contact Email	Purchase Order Contact Email	ghubble@innoser.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8179999154
24	Company Website	Company Website (Format - www.company.com)	www.innoser.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	274820609
26	Primary Address	Primary Address	3009 Sandy Lane,
27	Primary Address City	Primary Address City	Fort Worth
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	76112
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Construction, renovations, alterations, remodels, new construction, maintenance, repairs
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Fort Worth
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
36	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
37	Regular Hours Coefficient	What is your regular hours coefficient for the RS Means Price Book? Example: A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	0.95
38	After Hours Coefficient	What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? Example: The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1.45
39	Non-Pre-Priced Markup	If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup? Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.	1.3%
40	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
41	Years Experience	Company years experience in this category?	26
42	Price coefficients and non-pre-priced markups are guaranteed for?	Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?	YES
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No

- 44 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
 - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
 - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.
- Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 45 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on the "Attachments" tab. No
- There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form.
- 46 Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RCSP as directed above? Yes
- 47 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 48 Regulatory Standing Regulatory Standing explanation of no answer on previous question.
- 49 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has

directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 Suspension or Debarment Instructions

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes

and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

52 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov. VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

53 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

54 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes
currently set at \$150,000, which is the inflation adjusted
amount determined by the Civilian Agency Acquisition
Council and the Defense Acquisition Regulations Council
(Councils) as authorized by 41 U.S.C. 1908, must address
administrative, contractual, or legal remedies in instances
where contractors violate or breach contract terms, and
provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are
expended by ESC Region 8 and TIPS Members, ESC
Region 8 and TIPS Members reserves all rights and
privileges under the applicable laws and regulations with
respect to this procurement in the event of breach of
contract by either party.

Does vendor agree?

55 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes
or subgrantee including the manner by which it will be
effected and the basis for settlement. (All contracts in
excess of \$10,000)

Pursuant to the above, when federal funds are expended
by ESC Region 8 and TIPS Members, ESC Region 8 and
TIPS Members reserves the right to terminate any
agreement in excess
of \$10,000 resulting from this procurement process for
cause after giving the vendor an appropriate opportunity
and up to 30 days, to cure the causal breach of terms and
conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any
agreement in excess of \$10,000 resulting from this
procurement process for convenience with 30 days notice
in writing to the awarded vendor. The vendor
would be compensated for work performed and goods
procured as of the termination date if for convenience of
the ESC Region 8 and TIPS Members. Any award under
this procurement process is not exclusive and the ESC
Region 8 and TIPS reserves the right to purchase goods
and services from other vendors when it is in the best
interest of the ESC Region 8 and TIPS.

Does vendor agree?

56 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes
Water Pollution Control Act (33 U.S.C. 1251-1387), as
amended—Contracts and subgrants of amounts in excess
of \$150,000 must contain a provision that requires the
non-Federal award to agree to comply with all applicable
standards, orders or regulations issued pursuant to the
Clean Air Act (42 U.S.C. 7401-7671q) and the Federal
Water Pollution Control Act as amended (33 U.S.C.
1251-1387). Violations must be reported to the Federal
awarding agency and the Regional Office of the
Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal
funds are expended by ESC Region 8 and TIPS Members,
ESC Region 8 and TIPS Members requires that the
proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members
resulting from this procurement process the vendor agrees
to comply with all of the above regulations, including all of
the terms listed and referenced therein.

57	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Does vendor agree?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p>	Yes
58	2 CFR PART 200 Federal Rule	<p>Does vendor agree?</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
59	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	Yes

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

60 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. undersigned certifies, to the best of his or her knowledge and belief, that:

(1)No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3)The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

61 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

(No Response Required)

62 Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

YES

63	<p>If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p>	<p>If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5)Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.</p>	<p>YES</p>
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64 Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, (No Response Required) as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the (No Response Required) non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation, and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Yes, I Agree

Do you agree to these terms?

68 Remedies Explanation of No Answer

69	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		

74 Acts or Omissions The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Yes, I Agree

Do you agree to these terms?

75 Acts or Omissions Explanation of No Answer

76 Contract Governance Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. Yes

77 Payment Terms and Funding Out Clause Payment Terms: Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

<p>80 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017</p>	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	<p>(No Response Required)</p>
<p>81 Texas Government Code 2270 Verification Form</p>	<p>Texas Government Code 2270 Verification Form Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. 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 engaged by ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg, TX 75686 Verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity. AND Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf I swear and affirm that the above is true and correct.</p>	<p>YES</p>
<p>82 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- 83 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 84 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 85 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Arlington Public Works	Chong Rim	Chong.Rim@arlingtontx.gov	682-241-8324
Arlington Parks & Recreation Dept.	Jadey James	jerry.james@arlingtontx.gov	817-690-2050
Collin County	David Dooley	doooley@co.collin.tx.us	903-421-2561
Boy Scouts of America	Tandy Gilliam	Tgilliam@NetBSA.org	972-580-2201
City of Colleyville Fire Dept.	Chief Brian Riley	Briley@colleyville.com	817-366-7678
Clayton Youth Enrichment Services	Jason Ray	jray@claytonyouth.org	817-301-6891
City of Arlington Facilities Services	John Stillings	John.Stillings@arlingtontx.gov	817.507.6263



December 4, 2018

RE: Principal: I.S. Construction Group, LLC
Current Bonding Limits: \$1,500,000 single, \$2,000,000 aggregate
Providing Surety Needs Since: 2015

We are pleased to write to you concerning the above principal. We would anticipate no problems providing the customary performance and payment bonds for their normal scope of work should they enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A VIII" company and is an admitted surety in all states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although this principal has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

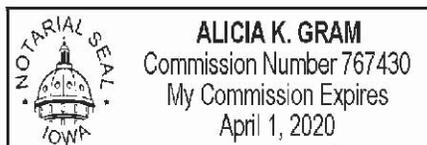
Please contact us with any concerns or if we can be of further service.

Josh Penwell, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Dallas)

On this 4th day of December, 2018, before me personally appeared Josh Penwell, of Merchants Bonding Company, who being sworn, stated that he/she is Attorney-In-Fact for the surety and that he/she signed this instrument for the surety.



Alicia K. Gram, Notary Public

My commission expires: April 1, 2020

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Josh Penwell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of December, 2018.



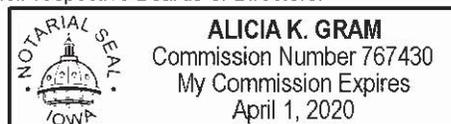
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 4th day of December, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of December, 2018.



William Warner Jr.
Secretary



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1274820609600**
File/Vendor Number: **470045**
Approval Date: **24-MAY-2018**
Scheduled Expiration Date: **24-MAY-2022**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

I.S. CONSTRUCTION GROUP, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 25-MAY-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



I.S. Construction Group, LLC

3009 Sandy Lane • Fort Worth, Texas 76112
817-457-7150 • FAX 817-457-7180

I.S. Construction Group, established and based in the DFW area since 1992, has completed over 950 projects, in 22 states. We provide construction services for a wide range of facilities including corporate, retail, industrial, medical, educational, municipal and restaurants. We specialize in but not limited to the following types of construction:

- Free Standing Structures - tilt wall and metal buildings for single tenant buildings, design build, construction management, multi-tenant centers, warehouses and shell construction.
- Interior Finish-Out - anchor, end cap and in-line construction in shopping centers and mall lease space.
- Tenant/Capital Improvement - white box construction to minor improvements like parking lot bollards.
- Remodel - interior includes expansions and downsizes of existing space, updates of flooring, paint, graphics and signage, store closeouts and fixture recapturing. Exterior remodel includes additions to existing structures, exterior face-lifts and structural repairs. Majority of the remodel projects are completed with no interruptions to store operations.
- Concept Enhancement - local and/or national roll-outs of flooring, paint, graphics and signage, majority done with no interruptions to store operations.
- Fixture Retrofit - local and/or national roll-outs of racks, shelving, cash wraps, majority done with no interruptions to store operations.
- Critical/Continuous Maintenance - address critical issues, like code or inspection violations, that are affecting your continual operation. We also provide a preventative maintenance program for your building/store.
- Emergency Repairs - 24/7 response to repair damage due to weather, vandalism, crash and dash, secure store front/buildings



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Through the years we have built more than buildings we have built relationships based on quality and integrity given to clients and associated professionals. Our attention to detail and quality construction and our dedication to excellence have resulted in loyal clients and valued repeat business. We look forward to helping you with any of your construction needs.

For more information please visit our website at: www.innosser.com

Or contact Gene Hubble @ gubble@innosser.com or Cell #817-999-9154

