



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 10, 2023
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Regular City Council Meeting** of the City of Watauga, Texas will be held at which time the following subjects will be discussed and may be acted upon.

CALL TO ORDER (Council Members, City Staff, Members of the Public - when speaking during the meeting please speak directly into the microphones on the dais or podium)

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE United States and Texas Flags

ANNOUNCEMENTS

PRESENTATIONS

1. Proclamation for Child Abuse Prevention Month
Arthur Miner, Mayor
2. Presentation of Service Awards for the City of Watauga Employees celebrating a Milestone Anniversary during the month of April
3. Presentation of an award to Officer Dykes from Kip and Shannon Woodruff.
Arthur Miner, Mayor

PUBLIC COMMENT If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Comment (for matters not posted on that particular meeting's agenda), members of the City Council and Staff may only provide a statement of

factual information in response to the inquiry or recite existing policy in response (e.g., to correct a factual misstatement made by the citizen or provide factual information requested by the citizen). Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting. If necessary, the Chair will task the City Manager to respond to the citizen and report back to the City Council as soon as practicable. Such report to the City Council shall not constitute a meeting called by the City Council nor shall it constitute deliberation or formal action. Individual citizens addressing the City Council during Public Comment shall not exceed three (3) minutes in their comments; however, the Chair may extend or reduce the speaker's allotted time in order to conduct an efficient and effective public meeting. The time allotted shall not be donated to others desiring to speak. Public Comment is not established to engage in a conversation with the Council and no formal Council action will be taken.

PUBLIC TESTIMONY FOR ACTION ITEMS Only those persons who submit a completed Request to Speak form prior to the agenda item being introduced by the Chair will be allowed to speak on agenda items set for action (this doesn't include presentations or reports). The Chair shall ask each person requesting to speak to approach the podium when called to speak. Speakers time shall generally not exceed three (3) minutes in their comments and all comments must be germane to the specific agenda item being discussed; however, the Chair may extend or reduce the speaker's allotted time. Speakers shall not be permitted to donate their time to other speakers. Members of the City Council may ask questions or discuss the item directly with the citizen during the citizen's testimony if necessary. Any discussion between a Council member and the citizen will not count toward the time limit and Council Members are encouraged not to speak until the citizen has first utilized their allocated time.

REPORTS

CONSENT AGENDA All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items.

1. Consideration and action on approval of the Monthly Financial Report for the period ending February 28, 2023
Sandra Gibson, Director of Finance
2. Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for street maintenance services by and between the City of Watauga, Texas, and Tarrant County, Texas; providing for repeal; providing for severability; and providing for an effective date
Paul Hackleman, Director of Public Works
3. Consider approval of the December 12, 2022, and March 13, 2023 Regular City Council Meeting Minutes
Linda Proskey, City Secretary

4. Consider approval of a massage permit for Magic Massage located at 6651 Watagua Road Suite 109
Linda Proskey, City Secretary
5. Consider action to approve an award of a miscellaneous and as needed concrete work agreement to Garret Shield Infrastructure, and DFW Double D Contracting LLC utilizing North Richland Hills Bid 23-002 Miscellaneous Concrete Contractor Services pursuant to a cooperative purchasing agreement with North Richland Hills and authorize the City Manager to execute an agreement approved by the City Attorney as to form and legality.
Paul Hackleman, Director of Public Works
6. Consider action to approve an award of a miscellaneous and as needed concrete work agreement to Apex Concrete Construction Inc. utilizing Southlake Bid 2201B380AB220002 - Concrete Services pursuant to a cooperative purchasing agreement with Southlake and authorize the City Manager to execute an agreement approved by the City Attorney as to form and legality
Paul Hackleman, Director of Public Works
7. Consider action to adopt a resolution of the City of Watauga, Texas adopting the Tarrant County home investment partnership program match contribution requirements for program year 2023 (the HOME program year 2023)
Paul Hackleman, Director of Public Works
Randy Richards, CFM, Assistant Director of Public Works
8. Consider action to appoint David Bry to Place 4 on the Planning and Zoning Commission.
Arthur Miner, Mayor

PUBLIC HEARINGS / ACTION

ACTION ITEMS

EXECUTIVE SESSION The City Council will recess its open meeting and reconvene in executive session to discuss the following items pursuant to the below referenced section(s) of the Texas Government Code:

RECONVENE The City Council will return to open session in the City Council Chamber for possible discussion and action as a result of the Executive Session.

ITEMS OF EXECUTIVE SESSION DELIBERATION

ITEMS FOR FUTURE AGENDAS

ADJOURNMENT

Meeting Notices and Reservation of Rights

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code (as applicable) when determined necessary by the [City Council/Board/Commission/Committee] to address a subject matter on the agenda. Action, if any, will be taken in open session.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city council, boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the city council, boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city council, body, board, commission or committee subject to the Texas Open Meetings Act.

NOTICE

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625.

I, Linda Proskey, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on April 6, 2023, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Linda Proskey, City Secretary





AGENDA MEMORANDUM

DATE: March 21, 2023
TO: Honorable City Council Members
FROM: Arthur Miner, Mayor
THROUGH: Arthur Miner, Mayor
SUBJECT: Proclamation for Child Abuse Prevention Month

BACKGROUND/INFORMATION:

The Month of April is recognized as Child Abuse Prevention Month.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 3/21/2023

Final Approval - 3/21/2023



AGENDA MEMORANDUM

DATE: March 27, 2023
TO: Honorable City Council Members
FROM:
THROUGH:
SUBJECT: Presentation of Service Awards for the City of Watauga Employees celebrating a Milestone Anniversary during the month of April

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Employee Service Awards - April 2023

REVIEWED BY:

Juliet Rodriguez, Human Resources and Civil Service Director Approved - 4/3/2023

Joshua Jones, City Manager

Approved - 4/3/2023

Linda Proskey, City Secretary

Final Approval - 4/3/2023

Approved as to form for inclusion on Agenda



Employee Service Awards

April 2023

Jennifer Dorsett

Municipal Court Administrator

5 Years of Service

*Thank
You*

Clarence Green

Mechanic I

10 Years of Service

*Thank
You*

Bradley Fraley

Director of IT & Communications

25 Years of Service

*Thank
You*



AGENDA MEMORANDUM

DATE: April 3, 2023
TO: Honorable City Council Members
FROM: Arthur Miner, Mayor
THROUGH: Arthur Miner, Mayor
SUBJECT: Presentation of an award to Officer Dykes from Kip and Shannon Woodruff.

BACKGROUND/INFORMATION:

Kip and Shannon Woodruff to present an award to Officer Dykes

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

This item does not require a recommendation as it is a presentation/report.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 4/3/2023

Final Approval - 4/3/2023



AGENDA MEMORANDUM

DATE: March 21, 2023
TO: Honorable City Council Members
FROM: Sandra Gibson, Director of Finance
THROUGH: Joshua Jones, City Manager
SUBJECT: Consideration and action on approval of the Monthly Financial Report for the period ending February 28, 2023

BACKGROUND/INFORMATION:

The Monthly Financial Report for the period ending March 31, 2023 is attached for the Council's review and approval.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the Monthly Financial Report for the period ending February 28, 2023.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Council Report - February 2023 to Council April 10, 2023

REVIEWED BY:

Sandra Gibson, Director of Finance
Joshua Jones, City Manager
Linda Proskey, City Secretary

Approved - 3/31/2023
Approved - 3/31/2023
Final Approval - 3/31/2023

Approved as to form for inclusion on Agenda



Monthly Financial Report Fiscal 2022-2023 For the period ending February 28, 2023

Sales Tax

Sales tax receipts from the State Comptroller received in the month of March 2023 (reflecting January 2023 sales receipts) increased in total to 6.1%

Sales Tax Receipts	Jan-23	Jan-22	% change
City 1%	\$ 270,572	\$ 254,928	6.1%
City 1/4% effective 10/1/2021*	\$ 67,643	\$ 63,732	6.1%
Street Maint 1/4%**	\$ -	\$ -	0.0%
CCD 1/2%	\$ 134,644	\$ 127,099	5.9%
EDC 1/4%	\$ 67,643	\$ 63,732	6.1%
Totals	\$ 540,502	\$ 509,491	6.1%

*approved by voters May, 2021 for effective date of 10/1/2021

**abolished January, 2021

compared to the same time last year. This amount includes prior period adjustments, future period adjustments and audit collections.

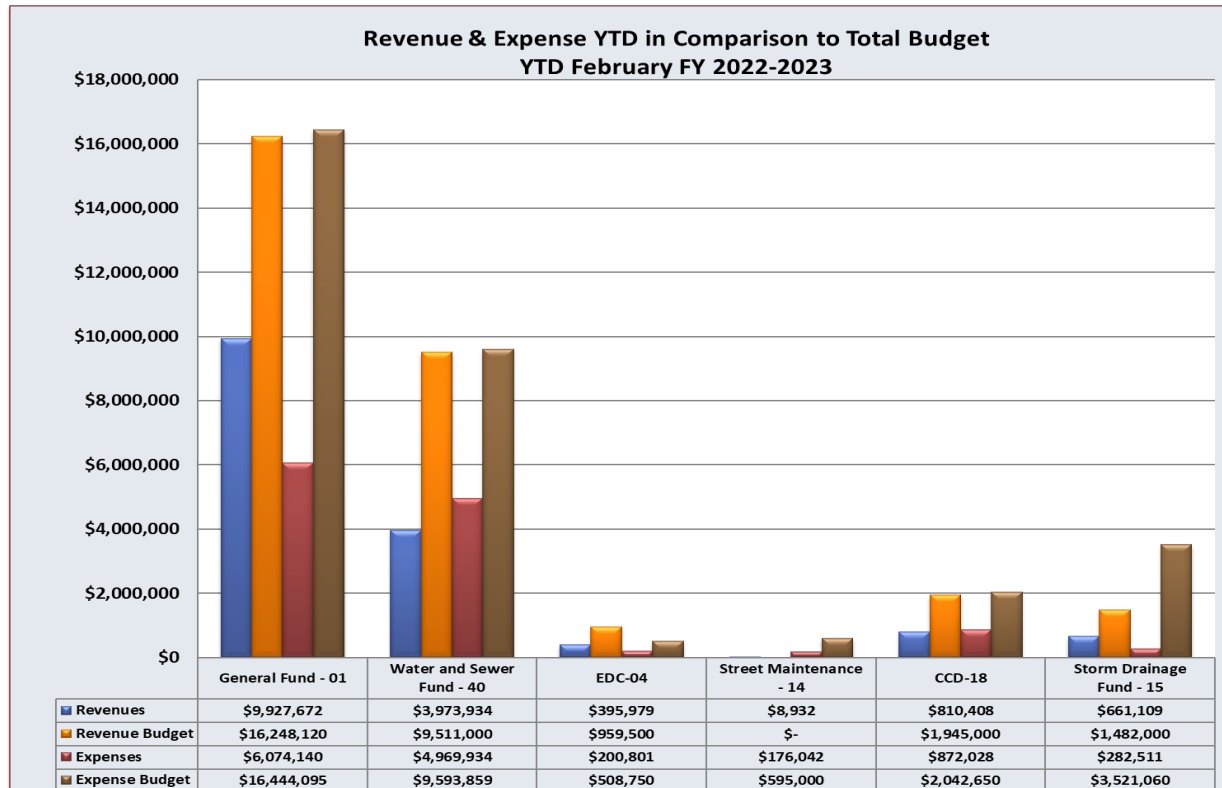
A comparison of January 2023 sales tax receipts for Watauga's and surrounding cities are shown below: These figures do not include Special District sales tax receipts.

SALES TAX RECEIPTS COMPARISONS January 2022 vs. January 2023 RECEIVED FROM COMPTROLLER - MARCH FISCAL YEAR 2022-2023						
Sales Tax Receipts for the Month:						
City	January 2023 Sales		January 2022 Sales		\$ Change	% Change
Saginaw	\$	576,746.95	\$	490,034.03	\$ 86,712.92	17.70%
Richland Hills	\$	720,199.39	\$	636,102.10	\$ 84,097.29	13.22%
Eules	\$	1,915,215.42	\$	1,725,065.51	\$ 190,149.91	11.02%
Fort Worth	\$	17,339,918.41	\$	15,791,083.46	\$ 1,548,834.95	9.81%
Hurst	\$	1,336,483.97	\$	1,248,273.91	\$ 88,210.06	7.07%
Watauga	\$	405,857.35	\$	382,391.57	\$ 23,465.78	6.14%
Keller	\$	1,135,663.83	\$	1,082,373.23	\$ 53,290.60	4.92%
Colleyville	\$	560,756.06	\$	535,568.08	\$ 25,187.98	4.70%
Grapevine	\$	4,312,294.69	\$	4,150,656.83	\$ 161,637.86	3.89%
Bedford	\$	1,156,069.92	\$	1,130,537.76	\$ 25,532.16	2.26%
N. Richland Hills	\$	1,397,427.90	\$	1,368,006.24	\$ 29,421.66	2.15%
Southlake	\$	2,904,743.18	\$	3,023,251.25	\$ (118,508.07)	-3.92%
Roanoke	\$	1,598,450.87	\$	1,798,842.53	\$ (200,391.66)	-11.14%
Haltom City	\$	960,530.96	\$	1,167,202.27	\$ (206,671.31)	-17.71%
Source: State Comptroller						
City Collections only - not Special Purpose Districts or Transit						

The City will receive the distribution for February 2023 sales tax receipts on April 14, 2023. Sales tax revenues have been estimated for the February reporting period.

Financial Highlights

The City is 41.67% through the fiscal year 2022-2023. Revenue and expenses are reflected in the chart below and details of each fund's revenues and expenditures are attached. For example, the Police Department budget and expenditures are combined for two funds in which expenditures are reported (General Fund and Crime Control). The Consolidated Departmental Budget Report does not include capital outlay or debt service expenditures.



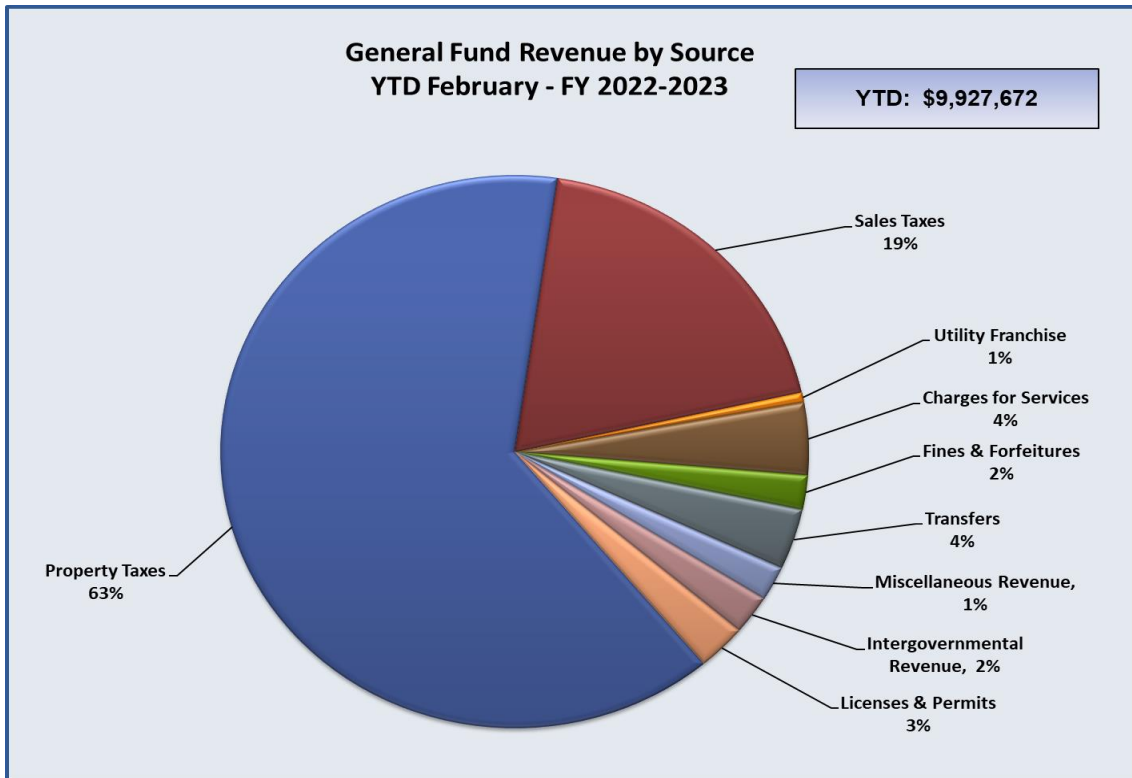
General Fund

Revenues – Year-to-date revenues represent 61% of the budget collected, or \$9,927,672.

Property Tax – As of February 28, 2023, the City has received 96.7% of budgeted property taxes and receipts are in line with expectations at this time with exception to Delinquent Taxes which remains considerably lower. The majority of property tax revenues are received in December and January.

Utility Franchise Revenue - The majority of franchise receipts are received on a quarterly basis. The City has received \$57,847, or 6.6% in budgeted franchise fee revenues through February 2023. The City is anticipating receiving \$877,500 in franchise fee revenues in fiscal year 2022-2023. Increase in franchise fees can be

attributed to the Frontier franchise fee changes made in the last quarter of Fiscal Year 2022. First quarter receipts are usually received in February.



Licenses and Permits - License and permit fees are 44.4% of the budget collected with revenue received at \$267,405.

Charges for Services - Charges for Services revenues are 39.9% of the budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees.

Fines and Forfeitures - Fines and Forfeitures are at 31.7% of budget which is \$45,872, or 18.7% lower than last year's collections. Citations issued are trending lower this fiscal year. The Warrant Regional Database is temporarily inoperable for the addition of new warrants. Collections are expected to rebound in April with the anticipation of the database becoming fully operational.

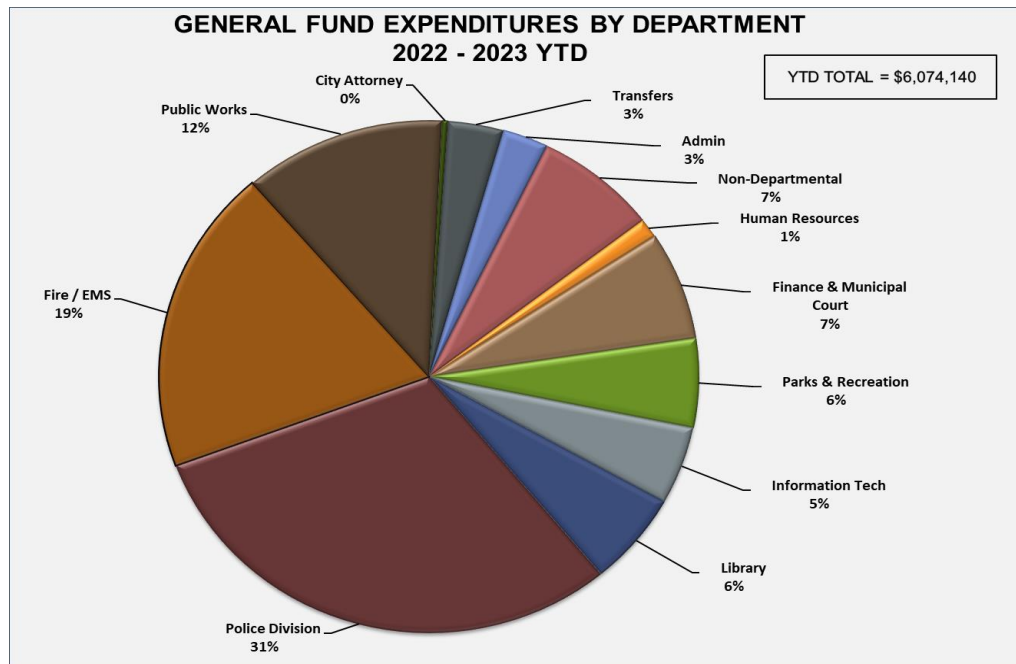
	Number of Citations Filed	
	FY 21-22	FY 22-23
October	543	379
November	334	303
December	176	157
January	340	352
February	572	304
Total (YTD)	1965	1495
AVERAGE	393	299

Miscellaneous Revenue - Miscellaneous revenues include interest earnings, rental of recreational facilities, bingo, and other revenue. These receipts total \$198,679, which is 52.6% of budgeted revenues. Interest income is expected to remain elevated due to the increase in interest yield for the City's investment and money market accounts.

Intergovernmental Revenue and Transfers - Intergovernmental Revenue include transfers from other funds for services the general fund provides and payments in lieu of

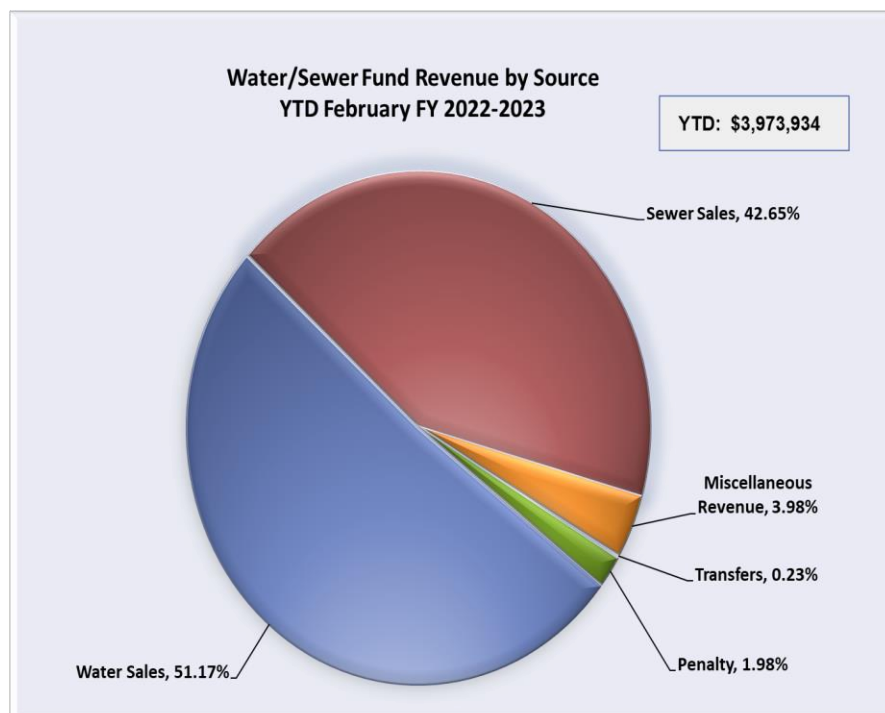
taxes from the enterprise funds. Currently these revenues are on target with Intergovernmental at 45.1% of budget and Transfers at 43.1% of budget.

Expenses – General fund expenses are at 36.9% of budget expended and total \$6,074,140 for the year. Expenditures are 8.2% higher in comparison to the prior year. This is attributable to an increase in transfers to capital projects and increased operating costs.



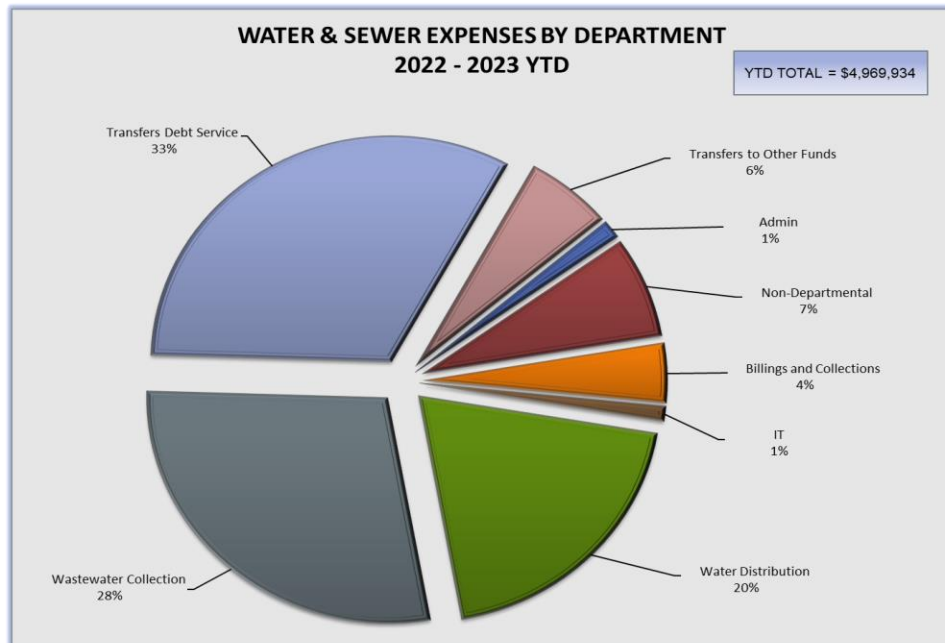
Water and Sewer Fund

Water and sewer revenues are currently at 41.8% of budgeted revenues through February 2023. Water sales are 41.5% of budgeted revenues and wastewater revenues are at 40.9% of budget. Water consumption varies due to seasonal fluctuations. Water and wastewater revenues are \$57,676 lower than prior year through February 2023.



Miscellaneous Sales and Penalties- Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/tampering fees. This category of revenue is at 42.1% of budget collected.

Expenses – Year-to-date expenses in the Water/Sewer fund are at 51.8% of budget. Transfers to debt service are at 79% of budget due to payments processed February 1, 2023, which make up a significant portion of expenses. Wastewater treatment costs are



trending higher this year by 16% due to a higher wastewater volume treated in comparison to last fiscal year and increased rates from Ft. Worth in October, 2022.

Storm Drain Fund – Revenues are on target and represent 44.6% of budget collected. Expenses are at 8% of budget in this fund through February 2023. Capital projects budgeted in FY2022-2023 include Whitley Road and other storm drain improvements.

Special Revenue Funds

- **Street Maintenance Fund** expenses are at 29.6% of budget. Projects are being funded using reserves.
- **Crime Control and Prevention District** revenues collected are at 41.7% of budget and expenditures are at 42.7% of budget.
- **Economic Development Corporation Fund** has collected 41.3% of sales tax revenues and expenditures are at 39.5% of budget expended through February 2023.

Fund Detail Report

FEBRUARY 2023

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2023
For the period ending: February 28, 2023 (2nd FY Qtr.)

GENERAL FUND - 01

REVENUE:	ORIGINAL BUDGET	2/28/2023 YTD ACTUAL	% USED	% REMAINING	2/28/2022 YTD ACTUAL	\$ CHG 23 vs 22	% CHG 23 vs 22
TAXES							
AD VALOREM	6,512,220	6,295,594	96.67%	3.33%	6,029,322	266,272	4.42%
Delinquent	30,000	(5,965)	-19.88%	119.88%	22,132	(28,097)	-126.95%
Penalty & Interest	29,500	9,640	32.68%	67.32%	13,608	(3,968)	-29.16%
SALES TAX	4,820,000	1,906,125	39.55%	60.45%	1,855,180	50,945	2.75%
UTILITY FRANCHISE	877,500	57,847	6.59%	93.41%	33,305	24,542	73.69%
LICENSES & PERMITS	602,300	267,405	44.40%	55.60%	276,905	(9,501)	-3.43%
INTERGOVERNMENTAL REVENUE	503,000	226,967	45.12%	54.88%	228,538	(1,571)	-0.69%
CHARGES FOR SERVICES	1,047,500	418,431	39.95%	60.05%	408,287	10,145	2.48%
FINES & FORFEITURES	630,600	200,060	31.73%	68.27%	245,932	(45,872)	-18.65%
MISCELLANEOUS INCOME	377,500	198,679	52.63%	47.37%	235,198	(36,519)	-15.53%
OPERATING TRANSFERS IN	818,000	352,890	43.14%	56.86%	349,235	3,655	1.05%
TOTAL REVENUE	\$16,248,120	\$9,927,672	61.10%	38.90%	\$9,697,641	\$230,031	2.37%
ADMINISTRATION	478,230	167,262	34.98%	65.02%	94,702	72,560	76.62%
HUMAN RESOURCES	222,600	73,665	33.09%	66.91%	110,785	(37,120)	-33.51%
BUILDINGS - PW	1,042,300	353,374	33.90%	66.10%	256,594	96,780	37.72%
FINANCE	584,810	260,492	44.54%	55.46%	251,402	9,090	3.62%
MUNICIPAL COURT - FIN	424,960	153,680	36.16%	63.84%	136,745	16,935	12.38%
DEVELOPMENTAL SERVICES - PW	223,510	82,433	36.88%	63.12%	62,569	19,864	31.75%
LIBRARY	1,056,400	357,296	33.82%	66.18%	315,838	41,458	13.13%
PARKS AND RECREATION	1,024,740	341,303	33.31%	66.69%	261,501	79,802	30.52%
POLICE	4,673,400	1,844,438	39.47%	60.53%	1,944,262	(99,824)	-5.13%
FIRE/EMS	3,742,380	1,170,752	31.28%	68.72%	1,066,308	104,445	9.79%
PUBLIC WORKS - STREETS	653,380	206,965	31.68%	68.32%	159,373	47,592	29.86%
FLEET MANAGEMENT - PW	324,250	93,641	28.88%	71.12%	87,292	6,349	7.27%
NON-DEPARTMENTAL	782,375	447,154	57.15%	42.85%	466,694	(19,540)	-4.19%
INFORMATION TECHNOLOGY	615,760	298,147	48.42%	51.58%	257,001	41,147	16.01%
ECONOMIC DEVELOPMENT	-	-	0.00%	0.00%	-	-	0.00%
CITY ATTORNEY	110,000	21,455	19.50%	80.50%	54,844	(33,389)	-60.88%
TRANSFERS TO OTHER FUNDS	485,000	202,084	41.67%	58.33%	89,584	112,500	125.58%
TOTAL EXPENDITURES	\$16,444,095	\$6,074,140	36.94%	63.06%	\$5,615,492	\$458,648	8.17%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$195,975)	\$3,853,532			\$4,082,149	(\$228,617)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2023
For the period ending: February 28, 2023 (2nd FY Qtr.)

DEBT SERVICE FUND - 03

	CURRENT BUDGET	2/28/2023 YTD ACTUAL	% USED	% REMAINING	2/28/2022 YTD ACTUAL	\$ CHG 23 vs 22	% CHG 23 vs 22
REVENUE:							
TAXES							
AD VALOREM	3,400,000	3,271,886	96.23%	3.77%	2,819,996	451,891	16.02%
Delinquent	11,000	-2,790	-25.36%	125.36%	9,926	(12,716)	-128.11%
Penalty & Interest	11,000	3,419	31.08%	68.92%	4,994	(1,575)	-31.53%
INTEREST EARNINGS	2,000	13,049	652.43%	-552.43%	408	12,640	3095.93%
OTHER FINANCING SOURCES	-	0	-	-	0	0	-
OPERATING TRANSFERS IN	153,200	63,833	41.67%	58.33%	61,282	2,551	4.16%
TOTAL REVENUE	\$3,577,200	\$3,349,398	93.63%	6.37%	\$2,896,606	\$452,792	15.63%
 Contractual & Sundry	 3,617,348	 3,286,548	 90.86%	 9.14%	 2,845,451	 441,097	 0.00%
TOTAL EXPENDITURES	\$3,617,348	\$3,286,548	90.86%	9.14%	2,845,451	\$441,097	0.00%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	 (\$40,148)	 \$62,850			 \$51,155	 \$11,695	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2023
For the period ending: February 28, 2023 (2nd FY Qtr.)

WATER & SEWER - 40

	CURRENT BUDGET	2/28/2023 YTD ACTUAL	% USED	% REMAINING	2/28/2022 YTD ACTUAL	\$ CHG 23 vs 22	% CHG 23 vs 22
REVENUE:							
WATER SALES	4,900,000	2,033,289	41.50%	58.50%	2,083,415	(50,126)	-2.41%
SEWER SALES	4,140,000	1,694,883	40.94%	59.06%	1,702,434	(7,550)	-0.44%
MISCELLANEOUS	276,000	116,308	42.14%	57.86%	115,252	1,055	0.92%
PENALTY	175,000	78,710	44.98%	55.02%	65,950	12,760	19.35%
INTEREST	10,000	33,582	335.82%	-235.82%	2,210	31,372	1419.39%
TRANSFERS	10,000	8,986	89.86%	10.14%	611	8,376	1371.71%
TAP FEES	-	8,175	-	-	1,125	7,050	0.00%
SALE OF ASSETS	-	-	-	-	-	-	-
TOTAL REVENUE	\$9,511,000	\$3,973,934	41.78%	58.22%	\$3,970,997	\$2,937	0.07%
ADMINISTRATIVE	170,100	63,237	37.18%	62.82%	51,026	12,211	23.93%
NON-DEPARTMENTAL	745,280	357,210	47.93%	52.07%	341,088	16,122	4.73%
BILLING & COLLECTIONS	585,760	210,586	35.95%	64.05%	202,215	8,372	4.14%
MGT. INFO SYSTEMS	112,990	52,008	46.03%	53.97%	33,521	18,487	55.15%
WATER DISTRIBUTION	2,818,615	969,461	34.39%	65.61%	995,006	(25,545)	-2.57%
WASTEWATER COLLECTION	2,745,114	1,408,129	51.30%	48.70%	1,029,954	378,175	36.72%
TRANSFERS	2,416,000	1,909,303	79.03%	20.97%	1,859,581	49,722	2.67%
TOTAL EXPENDITURES	9,593,859	4,969,934	51.80%	48.20%	4,512,390	\$457,544	10.14%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$82,859)	(\$996,000)			(\$541,393)	(\$454,607)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2023
For the period ending: February 28, 2023 (2nd FY Qtr.)

STORM DRAIN FUND - 15

	CURRENT BUDGET	2/28/2023 YTD ACTUAL	% USED	% REMAINING	2/28/2022 YTD ACTUAL	\$ CHG 23 vs 22	% CHG 23 vs 22
REVENUE:							
USERS FEE	1,480,000	617,670	41.73%	58.27%	615,757	1,913	0.31%
OTHER REVENUE	-	-	-	-	-	-	-
INTEREST INCOME	2,000	43,439	2171.93%	-2071.93%	1,483	41,955	2828.60%
TOTAL REVENUE	\$1,482,000	\$661,109	44.61%	55.39%	\$617,241	\$43,868	7.11%
PERSONNEL	468,500	136,566	29.15%	70.85%	\$154,468	(17,902)	-11.59%
SUPPLIES	37,400	7,368	19.70%	80.30%	\$5,627	1,742	30.95%
MAINTENANCE	37,000	5,234	14.15%	85.85%	\$1,208	4,026	333.16%
CONTRACTUAL & SUNDRY	198,500	91,388	46.04%	53.96%	\$63,127	28,261	44.77%
CAPITAL	2,706,160	11,071	0.41%	99.59%	\$91,882	(80,812)	-87.95%
TRANSFERS TO OTHER FUNDS	73,500	30,883	42.02%	57.98%	\$30,788	95	0.31%
TOTAL EXPENDITURES	\$3,521,060	\$282,511	8.02%	91.98%	\$347,101	(\$64,590)	-18.61%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$2,039,060)	\$378,598			\$270,140	\$108,458	

**CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2023
For the period ending: February 28, 2023 (2nd FY Qtr.)**

CRIME CONTROL DISTRICT - 18

	ORIGINAL BUDGET	2/28/2023 YTD ACTUAL	% USED	% REMAINING	2/28/2022 YTD ACTUAL	\$ CHG 23 vs 22	% CHG 23 vs 22
REVENUE:							
SALES TAX	1,875,000	756,584	40.35%	59.65%	731,978	24,607	3.36%
INTEREST EARNING/OTHER	70,000	53,824	76.89%	23.11%	835	52,989	6344.95%
TRANSFERS	-	-	-	-	-	-	-
TOTAL REVENUE	\$1,945,000	\$810,408	41.67%	58.33%	\$732,813	\$77,596	10.59%
PERSONNEL SERVICES	1,204,800	453,456	37.64%	62.36%	\$362,659	90,797	25.04%
SUPPLIES	175,600	45,631	25.99%	74.01%	\$54,131	(8,500)	-15.70%
MAINTENANCE	264,200	147,243	55.73%	44.27%	\$42,148	105,095	249.35%
CONTRACTUAL & SUNDRY	209,800	91,434	43.58%	56.42%	\$83,344	8,090	9.71%
TRANSFERS	38,000	15,131	39.82%	60.18%	\$14,530	601	4.14%
CAPITAL OUTLAY	150,250	119,134	0.00%	0.00%	\$0	119,134	0.00%
TOTAL EXPENDITURES	2,042,650	872,028	42.69%	57.31%	\$556,812	\$315,216	56.61%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$97,650)	(\$61,620)			\$176,001	(\$237,620)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2023
For the period ending February 28, 2023 (2nd FY Qtr.)

STREET MAINTENANCE FUND - 14

	ORIGINAL BUDGET	2/28/2023 YTD ACTUAL	% USED	% REMAINING	2/28/2022 YTD ACTUAL	\$ CHG 23 vs 22	% CHG 23 vs 22
REVENUE:							
SALES TAX	-	-	-	-	-	-	-
INTEREST EARNINGS	-	8,932	0.00%	0.00%	599	8,333	1390.45%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$0	\$8,932	0.00%	0.00%	599	\$8,333	1390.45%
MAINTENANCE	185,000	35,432	19.15%	80.85%	2,240	33,192	1481.82%
CONTRACTUAL & SUNDRY	10,000	2,965	29.65%	70.35%	2,075	890	42.89%
CAPITAL OUTLAY	400,000	137,645	34.41%	65.59%	582,159	(444,514)	-76.36%
TOTAL EXPENDITURES	\$595,000	\$176,042	29.59%	70.41%	\$586,474	(\$410,431)	-69.98%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$595,000)	(\$167,110)			-\$585,875	\$418,765	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2023
For the period ending: February 28, 2023 (2nd FY Qtr.)

WATAUGA ECONOMIC DEVELOPMENT CORP - 04

	CURRENT BUDGET	2/28/2023 YTD ACTUAL	% USED	% REMAINING	2/28/2022 YTD ACTUAL	\$ CHG 23 vs 22	% CHG 23 vs 22
REVENUE:							
SALES TAX	952,000	378,739	39.78%	60.22%	368,332	10,407	2.83%
INTEREST EARNINGS	2,500	16,365	654.59%	-554.59%	745	15,620	2098.09%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	5,000	875	17.50%	82.50%	-	875.00	-
TOTAL REVENUE	\$959,500	\$395,979	41.27%	58.73%	\$369,076	\$26,902	7.29%
PERSONNEL SERVICES	-	-	0.00%	0.00%	-	-	0.00%
NON-DEPARTMENTAL	-	-	0.00%	0.00%	-	-	0.00%
SUPPLIES	900	-	0.00%	100.00%	(13)	13	0.00%
MAINTENANCE	2,000	-	0.00%	100.00%	-	-	0.00%
CONTRACTUAL & SUNDRY	84,950	25,926	30.52%	69.48%	52,862	(26,936)	-50.96%
TRANSFERS	419,700	174,875	41.67%	58.33%	167,449	7,426	4.43%
CAPITAL OUTLAY	1,200	-	0.00%	100.00%	-	-	0.00%
TOTAL EXPENDITURES	\$508,750	\$200,801	39.47%	60.53%	\$220,299	(\$19,498)	-8.85%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$450,750	\$195,178			\$148,778	\$46,400	

DEPARTMENTAL CONSOLIDATED REPORT

FEBRUARY 2023

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010 - CITY SECRETARY OFFICE	369050.00	369,050.00	26,065.19	131,860.44	1,600.80	235,588.76	63.84 %
011 - HUMAN RESOURCES	222600.00	222,600.00	16,297.66	73,664.71	21,398.26	127,537.03	57.29 %
013 - DEVELOPMENT SERVICES DIVISION	223510.00	223,510.00	14,672.77	82,433.01	1,811.25	139,265.74	62.31 %
015 - CITY MANAGER	279280.00	279,280.00	21,223.64	98,638.68	28.00	180,613.32	64.67 %
016 - BUSINESS RETENTION/EDC	8650.00	8,650.00	0.00	2,489.17	0.00	6,160.83	71.22 %
017 - BUSINESS ATTRACTION/EDC	24200.00	24,200.00	0.00	10,850.00	10,000.00	3,350.00	13.84 %
018 - GENERAL ADMINISTRATION/EDC	56200.00	56,200.00	745.00	12,586.74	1,200.00	42,413.26	75.47 %
020 - NON-DEPARTMENTAL	1647760.00	1,647,760.00	83,289.38	855,000.50	13,247.90	779,511.60	47.31 %
021 - CITY ATTORNEY	110000.00	110,000.00	8,277.16	21,454.54	0.00	88,545.46	80.50 %
030 - MUNICIPAL COURT DIVISION	424960.00	424,960.00	30,794.89	153,679.67	0.00	271,280.33	63.84 %
040 - FINANCE	668520.00	668,520.00	29,713.26	273,039.76	42,984.50	352,495.74	52.73 %
045 - BILLING & COLLECTIONS	585760.00	585,760.00	42,311.15	210,586.18	231.31	374,942.51	64.01 %
050 - INFORMATION TECHNOLOGY	728750.00	728,750.00	83,610.91	350,155.38	9,503.11	369,091.51	50.65 %
060 - LIBRARY	1066400.00	1,066,400.00	69,493.12	357,296.21	65,451.30	643,652.49	60.36 %
070 - RECREATION	395710.00	395,710.00	28,490.92	145,635.39	12,353.28	237,721.33	60.07 %
075 - PARKS DEPARTMENT	629030.00	629,030.00	28,179.29	195,667.96	21,332.49	412,029.55	65.50 %
080 - POLICE	6678050.00	6,678,050.00	531,450.73	2,701,335.21	68,985.12	3,907,729.67	58.52 %
085 - FIRE/MIS	3805980.00	3,805,980.00	308,036.76	1,404,685.75	51,903.71	2,349,390.54	61.73 %
090 - PUBLIC WORKS	1282800.00	1,282,800.00	94,071.03	393,714.04	13,851.50	875,234.46	68.23 %
093 - WATER DISTRIBUTION	2818615.00	2,818,615.00	188,610.74	969,460.86	20,464.01	1,828,690.13	64.88 %
094 - WASTEWATER COLLECTION	2745114.00	2,745,114.00	489,301.18	1,408,128.92	13,325.40	1,323,659.68	48.22 %
097 - FLEET MAINTENANCE	324250.00	324,250.00	19,972.43	93,640.65	27,264.27	203,345.08	62.71 %
098 - BUILDING MAINTENANCE	1042300.00	1,042,300.00	61,957.45	353,374.04	41,773.81	647,152.15	62.09 %
Report Total:	26,137,489.00	26,137,489.00	2,176,564.66	10,299,377.81	438,710.02	15,399,401.17	58.92 %



AGENDA MEMORANDUM

DATE: March 23, 2023

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action on a Resolution of the City Council of the City of Watauga, Texas, authorizing the City Manager to negotiate and execute on behalf of the City an Interlocal Agreement for street maintenance services by and between the City of Watauga, Texas, and Tarrant County, Texas; providing for repeal; providing for severability; and providing for an effective date

BACKGROUND/INFORMATION:

On February 13, 2023, the City Council issued Resolution No. 2023-003 approving an Interlocal Agreement (ILA) between Tarrant County and the City of Watauga for street maintenance services on Chapman Road. Tarrant County has not approved the ILA.

At both the January and February 2023 City Council Meetings, the City Council approved two different concrete contractors. Neither contractor has been responsive to performing work. Therefore, the City of Watauga is behind schedule on Chapman Road preparation work. Due to this delayed scheduling, the ILA needs to be modified to allow a new ending date of December 31, 2023 instead of September 30, 2023.

Since the original ILA was never fully executed, we are presenting a new ILA with the dates changed.

The original agenda memorandum from February 13, 2023 is below with the start date changed:

Tarrant County offers a program supporting cities with asphalt paving for main thoroughfares. As part of this program, Tarrant County provides the equipment and labor required to perform asphalt paving for the thoroughfare. The City must provide manpower and resources for traffic control, milling, materials, and other coordination that may be required.

The Public Works Department has utilized this Interlocal Program for many years for the reconstruction of roads with excellent results. The Public Works Department would like to take advantage of this program once again for:



AGENDA MEMORANDUM

1.Chapman Road from Denton Highway to Whitley Road

Upon City Council approval, Tarrant County shall consider the Interlocal Agreement during one of their Commissioners Court Meetings. If approved, Tarrant County may start at any time. However, Tarrant County plans to start in the fall of 2023 and anticipates completing the work within 30 calendar days. Access to residential driveways/garages shall be disrupted during the actual construction. The county and City of Watauga will work to minimize the impact of construction on the surrounding residential neighborhoods.

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides legal authority for the parties to enter into this agreement.

FINANCIAL IMPLICATIONS:

Total Estimated Cost \$291,000

Funding for the work is through the remaining fund balance from the ¼ Sales Tax for Street Maintenance and/or the 2018 Certificates of Obligation

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve the Resolution authorizing the City Manager to enter into the Interlocal Agreement with the Tarrant County for Street Maintenance

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. ILA - Watauga - FY 2023 - March
2. NTP - Watauga - FY 2023
3. Resolution - ILA Street Maintenance Chapman
4. RESOLUTION NO. 2023-003_STREET MAINTENCE INTERLOCAL CHAPMAN RD_02_13_2023
5. GOVERNMENT CODE CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS

REVIEWED BY:

Paul Hackleman, Director of Public Works	Approved - 3/14/2023
Randy Richards, CFM, Assistant Director of Public Works	Approved - 3/14/2023
Deby Woodard, Assistant Director of Finance	Approved - 3/21/2023
Sandra Gibson, Director of Finance	Approved - 3/21/2023
David Berman, City Attorney	Approved - 3/22/2023
Joshua Jones, City Manager	Approved - 3/31/2023



AGENDA MEMORANDUM

Linda Proskey, City Secretary

Final Approval - 3/31/2023

Approved as to form for inclusion on Agenda

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Watauga ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance to:

- Rehabilitate and Resurface **Chapman Road** located within the City of Watauga from US 377 to Whitley Road (Approximately 2,400 linear feet).

Collectively, hereinafter referred to as the "**Project**".

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- **Chapman Road:** The COUNTY will reclaim, recycle and stabilize the existing roadway materials. The CITY will mill and remove excess materials. The COUNTY will regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.

- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

Compliance with Laws. In providing the services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

- 5.2 If requested by the CITY, The CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requires the COUNTY to provide watering the roadway for dust control after regular work hours.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either December 31, 2023 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

TARRANT COUNTY, TEXAS

CITY OF WATAUGA

Tim O'Hare
County Judge

Joshua Jones
City Manager

Date: _____

Date: _____

Gary Fickes
Commissioner, Precinct 3

Paul Hackleman, P.E.
Director of Public Works

Date: _____

Date: _____

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

NOTICE TO PROCEED

The City of Watauga hereby notifies the County that the County may proceed with this project, as specified in the attached Agreement, on or after

(Month/Date/Year)

Authorized City Official
City of Watauga

- Rehabilitate and Resurface **Chapman Road** located within the City of Watauga from US 377 to Whitley Road (Approximately 2,400 linear feet).

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR A STREET MAINTENANCE SERVICES INTERLOCAL AGREEMENT FOR CHAPMAN ROAD RECONSTRUCTION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga (the "City") and Tarrant County desire to enter into a non-exclusive interlocal agreement whereby Tarrant County will provide street maintenance services; and

WHEREAS, the interlocal agreement is of mutual interest and benefit to Tarrant County and Watauga and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas; and

WHEREAS, the City Council rescinds Resolution No. 2023-003; and

WHEREAS, the City Council authorizes approval of the Interlocal Agreement, finding that the agreement is in the best interests of the citizens of the City of Watauga.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The facts and recitations set forth in the preamble of this resolution are hereby found to be true and correct and adopted herein for all purposes.

II.

The City Council of the City of Watauga, Texas, accepts and approves the Interlocal Agreement between the City of Watauga and Tarrant County attached hereto and incorporated herein as Exhibit "A" providing for street maintenance services, and further authorizes the City Manager for the City of Watauga to sign the Agreement on the City's behalf.

III.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, as the law and Charter in such cases provide.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this ____ day of _____, 2023.

APPROVED:

ARTHUR L. MINER, Mayor

ATTEST:

LINDA PROSKY, City Secretary

APPROVED AS TO FORM AND LEGALITY:

DAVID BERMAN, City Attorney

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2023- 003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR A STREET MAINTENANCE SERVICES INTERLOCAL AGREEMENT FOR CHAPMAN ROAD RECONSTRUCTION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga (the "City") and the Tarrant County desire to enter into a non-exclusive interlocal agreement whereby the Tarrant County will provide street maintenance services; and

WHEREAS, the interlocal agreement is of mutual interest and benefit to Tarrant County and Watauga and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas; and

WHEREAS, the City Council authorizes approval of the Interlocal Agreement, finding that the agreement is in the best interests of the citizens of the City of Watauga.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

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II.

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III.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this Resolution shall for any reason be

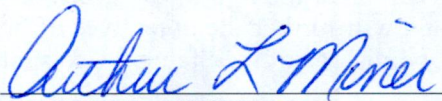
held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, as the law and Charter in such cases provide.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this 13 day of Feb, 2023.

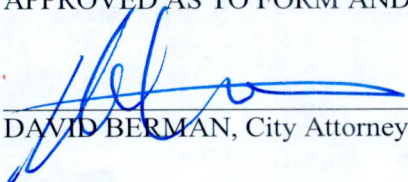
APPROVED:

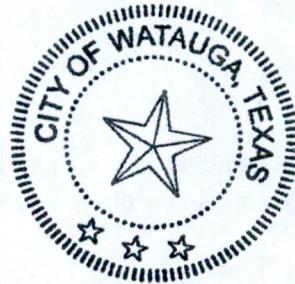

ARTHUR L. MINER, Mayor

ATTEST:


LINDA PROSKY, City Secretary

APPROVED AS TO FORM AND LEGALITY:


DAVID BERMAN, City Attorney



GOVERNMENT CODE

TITLE 7. INTERGOVERNMENTAL RELATIONS

CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 791.001. PURPOSE. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.002. SHORT TITLE. This chapter may be cited as the Interlocal Cooperation Act.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.003. DEFINITIONS. In this chapter:

(1) "Administrative functions" means functions normally associated with the routine operation of government, including tax assessment and collection, personnel services, purchasing, records management services, data processing, warehousing, equipment repair, and printing.

(2) "Interlocal contract" means a contract or agreement made under this chapter.

(3) "Governmental functions and services" means all or part of a function or service in any of the following areas:

(A) police protection and detention services;

(B) fire protection;

(C) streets, roads, and drainage;

(D) public health and welfare;

(E) parks and recreation;

(F) library and museum services;

(G) records center services;

(H) waste disposal;

(I) planning;

(J) engineering;

(K) administrative functions;

(L) public funds investment;

(M) comprehensive health care and hospital services; or

(N) other governmental functions in which the contracting parties are mutually interested.

(4) "Local government" means a:

(A) county, municipality, special district, junior college district, or other political subdivision of this state or another state;

(B) local government corporation created under Subchapter D, Chapter 431, Transportation Code;

(C) political subdivision corporation created under Chapter 304, Local Government Code;

(D) local workforce development board created under Section 2308.253; or

(E) combination of two or more entities described by Paragraph (A), (B), (C), or

(D).

(5) "Political subdivision" includes any corporate and political entity organized under state law.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1993, 73rd Leg., ch. 823, Sec. 1, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 98, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 301, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1317 (H.B. 3384), Sec. 1, eff. June 18, 2005.

Sec. 791.004. INTERLOCAL CONTRACT; DUAL OFFICE HOLDING. A person acting under an interlocal contract does not, because of that action, hold more than one civil office of emolument or more than one office of honor, trust, or profit.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.005. EFFECT OF CHAPTER. This chapter does not affect an act done or a right, duty, or penalty existing before May 31, 1971.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.006. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES. (a) If governmental units contract under this chapter to furnish or obtain services of a fire department, such as training, fire suppression, fire fighting, ambulance services, hazardous materials response services, fire and rescue services, or paramedic services, the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services.

(a-1) Notwithstanding Subsection (a), if a municipality, county, rural fire prevention district, emergency services district, fire protection agency, regional planning commission, or joint board enters into a contract with a governmental unit under this chapter to furnish or obtain fire or emergency services, the parties to the contract may agree to assign responsibility for civil liability that arises from the furnishing or obtaining of services under the contract in any manner agreed to by the parties. To assign responsibility for civil liability under this subsection, the parties to the contract must assign responsibility in a written provision of the contract that specifically references this subsection and states that the assignment of liability is intended to be different than liability otherwise assigned under Subsection (a).

(b) In the absence of a contract, if a municipality or county furnishes law enforcement services to another municipality or county, the governmental unit that requests and obtains the services is responsible for any civil liability that arises from the furnishing of those services.

(c) Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

(d) Notwithstanding any other provision of this chapter, a contract under this chapter is not a joint enterprise for the purpose of assigning or determining liability.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 2001, 77th Leg., ch. 811, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 1337 (S.B. 9), Sec. 16, eff. June 18, 2005.

SUBCHAPTER B. GENERAL INTERLOCAL CONTRACTING AUTHORITY

Sec. 791.011. CONTRACTING AUTHORITY; TERMS. (a) A local government may contract or agree with another local government or a federally recognized Indian tribe, as listed by the United States secretary of the interior under 25 U.S.C. Section 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with this chapter.

(b) A party to an interlocal contract may contract with a:

- (1) state agency, as that term is defined by Section 771.002; or
- (2) similar agency of another state.

(b-1) A local government that is authorized to enter into an interlocal contract under this section may not contract with an Indian tribe that is not federally recognized or whose reservation is not located within the boundaries of this state.

(c) An interlocal contract may be to:

- (1) study the feasibility of the performance of a governmental function or service by an interlocal contract; or
- (2) provide a governmental function or service that each party to the contract is authorized to perform individually.

(d) An interlocal contract must:

- (1) be authorized by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish procedures for entering into interlocal contracts that do not exceed \$100,000 without requiring the approval of the governing body;
- (2) state the purpose, terms, rights, and duties of the contracting parties; and
- (3) specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

(e) An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract.

(f) An interlocal contract may be renewed.

(g) A governmental entity of this state or another state that makes purchases or provides purchasing services under an interlocal contract for a state agency, as that term is defined by Section 771.002, must comply with Chapter 2161 in making the purchases or providing the services.

(h) An interlocal contract between a governmental entity and a purchasing cooperative may not be used to purchase engineering or architectural services.

(i) Notwithstanding Subsection (d), an interlocal contract may have a specified term of years.

(j) For the purposes of this subsection, the term "purchasing cooperative" means a group purchasing organization that governmental entities join as members and the managing entity of which receives fees from members or vendors. A local government may not enter into a contract to purchase construction-related goods or services through a purchasing cooperative under this chapter in an amount greater than \$50,000 unless a person designated by the local government certifies in writing that:

- (1) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051, Occupations Code; or
- (2) the plans and specifications required under Chapters 1001 and 1051, Occupations Code, have been prepared.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 405, Sec. 47, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 98, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 257 (H.B. 1562), Sec. 1, eff. May 30, 2005.

Acts 2007, 80th Leg., R.S., Ch. 1213 (H.B. 1886), Sec. 12, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 1065 (S.B. 760), Sec. 1.

Acts 2013, 83rd Leg., R.S., Ch. 1127 (H.B. 1050), Sec. 1, eff. September 1, 2013.

Sec. 791.012. LAW APPLICABLE TO CONTRACTING PARTIES. Local governments that are parties to an interlocal contract for the performance of a service may, in performing the service, apply the law applicable to a party as agreed by the parties.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1997, 75th Leg., ch. 176, Sec. 1, eff. May 21, 1997.

Sec. 791.013. CONTRACT SUPERVISION AND ADMINISTRATION. (a) To supervise the performance of an interlocal contract, the parties to the contract may:

- (1) create an administrative agency;
- (2) designate an existing local government; or
- (3) contract with an organization that qualifies for exemption from federal income

tax under Section 501(c), Internal Revenue Code of 1986, as amended, that provides services on behalf of political subdivisions or combinations of political subdivisions and derives more than 50 percent of its gross revenues from grants, funding, or other income from political subdivisions or combinations of subdivisions.

(b) The agency, designated local government, or organization described by Subsection (a) (3) may employ personnel, perform administrative activities, and provide administrative services necessary to perform the interlocal contract.

(c) All property that is held and used for a public purpose by the administrative agency or designated local government is exempt from or subject to taxation in the same manner as if the property were held and used by the participating political subdivisions.

(d) An administrative agency created under this section may acquire, apply for, register, secure, hold, protect, and renew under the laws of this state, another state, the United States, or any other nation:

- (1) a patent for the invention or discovery of:

(A) any new and useful process, machine, manufacture, composition of matter, art, or method;

(B) any new use of a known process, machine, manufacture, composition of matter, art, or method; or

(C) any new and useful improvement on a known process, machine, manufacture, composition of matter, art, or method;

(2) a copyright of an original work of authorship fixed in any tangible medium of expression, now known or later developed, from which the work may be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device;

(3) a trademark, service mark, collective mark, or certification mark for a word, name, symbol, device, or slogan that the agency uses to identify and distinguish the agency's goods and services from other goods and services; and

- (4) other evidence of protection of exclusivity issued for intellectual property.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 481, Sec. 1, eff. Aug. 28, 1995; Acts 2003, 78th Leg., ch. 301, Sec. 3, eff. Sept.

1, 2003.

Sec. 791.014. APPROVAL REQUIREMENT FOR COUNTIES. (a) Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the commissioners court of a county must give specific written approval for the project.

(b) The approval must:

- (1) be given in a document other than the interlocal contract;
- (2) describe the type of project to be undertaken; and
- (3) identify the project's location.

(c) The county may not accept and another local government may not offer payment for a project undertaken without approval required by this section.

(d) A county is liable to another local government for the amount paid by the local government to the county for a project requiring approval under this section if:

- (1) the county begins the project without the approval required by this section;

and

- (2) the local government makes the payment before the project is begun by the county.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.015. SUBMISSION OF DISPUTES TO ALTERNATIVE DISPUTE RESOLUTION PROCEDURES. Local governments that are parties to an interlocal contract may provide in the contract for the submission of disputes arising under the contract to the alternative dispute resolution procedures authorized by Chapter 2009.

Added by Acts 2001, 77th Leg., ch. 666, Sec. 1, eff. Sept. 1, 2001.

SUBCHAPTER C. SPECIFIC INTERLOCAL CONTRACTING AUTHORITY

Sec. 791.021. CONTRACTS FOR REGIONAL CORRECTIONAL FACILITIES. The parties to an interlocal contract may contract with the Texas Department of Criminal Justice for the construction, operation, and maintenance of a regional correctional facility if:

(1) title to the land on which the facility is to be constructed is deeded to the department; and

(2) the parties execute a contract relating to the payment of costs for housing, maintenance, and rehabilitative treatment of persons held in jails who cannot otherwise be transferred under authority of existing statutes to the direct responsibility of the department.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 25.080, eff. September 1, 2009.

Sec. 791.022. CONTRACTS FOR REGIONAL JAIL FACILITIES. (a) In this section:

(1) "Facility" means a regional jail facility constructed or acquired under this section.

(2) "Jailer" means a person with authority to supervise the operation and maintenance of a facility as provided by this section.

(b) A political subdivision of the state, by resolution of its governing body, may contract with one or more political subdivisions of the state to participate in the ownership,

construction, and operation of a regional jail facility.

(c) The facility must be located within the geographic boundaries of one of the participating political subdivisions. The facility is not required to be located in a county seat.

(d) Before acquiring and constructing the facility, the participating political subdivisions shall issue bonds to finance the facility's acquisition and construction. The bonds must be issued in the manner prescribed by law for issuance of permanent improvement bonds.

(e) To supervise the operation and maintenance of a facility, the participating political subdivisions may agree to:

(1) appoint as jailer of the facility the police chief or sheriff of the political subdivision in which the facility is located;

(2) form a committee composed of the sheriff or police chief of each participating political subdivision to appoint a jailer of the facility; or

(3) authorize the police chief or sheriff of each participating political subdivision to continue to supervise and manage those prisoners incarcerated in the facility under the authority of that officer.

(f) If participating political subdivisions provide for facility supervision under Subsection (e), the person designated to supervise operation and maintenance of the facility shall supervise the prisoners incarcerated in the facility.

(g) When a prisoner is transferred from the facility to the originating political subdivision, the appropriate law enforcement officer of the originating political subdivision shall assume supervision and responsibility for the prisoner.

(h) While a prisoner is incarcerated in a facility, a police chief or sheriff not assigned to supervise the facility is not liable for the escape of the prisoner or for any injury or damage caused by or to the prisoner unless the escape, injury, or damage is directly caused by the police chief or sheriff.

(i) The political subdivisions may employ or authorize the jailer of the facility to employ personnel necessary to operate and maintain the facility.

(j) The jailer of the facility and any assistant jailers must be commissioned peace officers.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.023. CONTRACTS FOR STATE CRIMINAL JUSTICE FACILITIES. The state or an agency of the state may contract with one or more entities to finance, construct, operate, maintain, or manage a criminal justice facility provided, in the exercise of the governmental power, for the benefit of the state in accordance with this chapter and:

(1) Subchapter A, Chapter 494, Government Code;

(2) Subchapter D, Chapter 361, Local Government Code; or

(3) the Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271, Local Government Code).

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.024. CONTRACTS FOR COMMUNITY CORRECTIONS FACILITIES. A community supervision and corrections department established under Section 76.002 may agree with the state, an agency of the state, or a local government to finance, construct, operate, maintain, or manage a community corrections facility under Section 76.010(b) or a county correctional center under Subchapter H, Chapter 351, Local Government Code.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 7.18, eff. Sept. 1, 1995.

Sec. 791.025. CONTRACTS FOR PURCHASES. (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.

(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

(d) In this section, "council of governments" means a regional planning commission created under Chapter 391, Local Government Code.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 28, Sec. 1, eff. April 27, 1995; Acts 1997, 75th Leg., ch. 826, Sec. 1, eff. June 18, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. 3560), Sec. 1.62, eff. September 1, 2007.

Sec. 791.026. CONTRACTS FOR WATER SUPPLY AND WASTEWATER TREATMENT FACILITIES. (a) A municipality, district, or river authority of this state may contract with another municipality, district, or river authority of this state to obtain or provide part or all of:

(1) water supply or wastewater treatment facilities; or

(2) a lease or operation of water supply facilities or wastewater treatment facilities.

(b) The contract may provide that the municipality, district, or river authority obtaining one of the services may not obtain those services from a source other than a contracting party, except as provided by the contract.

(c) If a contract includes a term described by Subsection (b), payments made under the contract are the paying party's operating expenses for its water supply system, wastewater treatment facilities, or both.

(d) The contract may:

(1) contain terms and extend for any period on which the parties agree;

(2) require the purchaser to develop alternative or replacement supplies prior to the expiration date of the contract and may provide for enforcement of such terms by court order; and

(3) provide that it will continue in effect until bonds specified by the contract and any refunding bonds issued to pay those bonds are paid.

(e) Where a contract sets forth explicit expiration provisions, no continuation of the service obligation will be implied.

(f) Tax revenue may not be pledged to the payment of amounts agreed to be paid under the contract.

(g) The powers granted by this section prevail over a limitation contained in another law.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1997, 75th Leg., ch. 1010, Sec. 2.01, eff. Sept. 1, 1997.

Sec. 791.027. EMERGENCY ASSISTANCE. (a) A local government may provide emergency assistance to another local government, whether or not the local governments have previously agreed or contracted to provide that kind of assistance, if:

(1) in the opinion of the presiding officer of the governing body of the local government desiring emergency assistance, a state of civil emergency exists in the local government that requires assistance from another local government and the presiding officer requests the assistance; and

(2) before the emergency assistance is provided, the governing body of the local government that is to provide the assistance authorizes that local government to provide the assistance by resolution or other official action.

(b) This section does not apply to emergency assistance provided by law enforcement officers under Chapter 362, Local Government Code.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.028. CONTRACTS FOR JOINT PAYMENT OF ROAD CONSTRUCTION AND IMPROVEMENTS. (a) In this section:

(1) "Highway project" means the acquisition, design, construction, improvement, or beautification of a state or local highway, turnpike, or road project.

(2) "Transportation corporation" means a corporation created under Chapter 431, Transportation Code.

(b) A local government may contract with another local government, a state agency, or a transportation corporation to pay jointly all or part of the costs of a highway project, including the cost of an easement or interest in land required for or beneficial to the project.

(c) A local government and a transportation corporation, in accordance with a contract executed under this section, may:

(1) jointly undertake a highway project;

(2) acquire an easement, land, or an interest in land, in or outside a right-of-way of a highway project, as necessary for or beneficial to a highway project; or

(3) adjust utilities for the project.

(d) If a contract under this section provides for payments over a term of years, a local government may levy ad valorem taxes in an amount necessary to make the payments required by the contract as they become due.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.196, eff. Sept. 1, 1997.

Sec. 791.029. CONTRACTS FOR REGIONAL RECORDS CENTERS. (a) By resolution of its governing body, a political subdivision of the state may contract with another political subdivision of the state to participate in the ownership, construction, and operation of a regional records center.

(b) Before acquiring or constructing the records center, a participating political subdivision may issue bonds to finance the acquisition and construction of the records center in the manner prescribed by law for the issuance of permanent improvement bonds.

(c) The records center may not be used to store a record whose retention period is listed as permanent on a records retention schedule issued by the Texas State Library and Archives Commission under Section 441.158, unless the center meets standards for the care and

storage of records of permanent value established by rules adopted by the commission under Section 203.048, Local Government Code.

(d) The Texas State Library and Archives Commission shall provide assistance and advice to local governments in the establishment and design of regional records centers.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991.

Sec. 791.030. HEALTH CARE AND HOSPITAL SERVICES. A local government may contract with another local government authorized to provide health care and hospital services to provide those services for the local government's officers and employees and their dependents.

Added by Acts 1993, 73rd Leg., ch. 823, Sec. 2, eff. Sept. 1, 1993.

Sec. 791.031. TRANSPORTATION INFRASTRUCTURE. (a) This section applies only to a local government, other than a school district, that is authorized to impose ad valorem taxes on real property.

(b) The Texas Department of Transportation may enter into an interlocal contract with a local government for the financing of transportation infrastructure that is constructed or that is to be constructed in the territory of the local government by the department in a corridor of land on which no existing state or federal highway is located.

(c) The agreement must include:

- (1) the duration of the agreement, which may not exceed 12 years;
- (2) a description of each transportation infrastructure project or proposed project;
- (3) a map showing the location of each project and property included in the

contract; and

- (4) an estimate of the cost of each project.

(d) The agreement may establish one or more transportation infrastructure zones. The Texas Department of Transportation and the local government may agree that at one or more specified times, the local government will pay to the Texas Department of Transportation an amount that is calculated on the basis of increased ad valorem tax collections in a zone that are attributable to increased values of property located in the zone resulting from an infrastructure project. The amount may not exceed an amount that is equal to 30 percent of the increase in ad valorem tax collections for the specified period.

(e) Money received by the Texas Department of Transportation under this section may be used:

- (1) to provide a local match for the acquisition of right-of-way in the territory of the local government; or
- (2) for design, construction, operation, or maintenance of transportation facilities in the territory of the local government.

Added by Acts 1997, 75th Leg., ch. 1171, Sec. 1.33, eff. Sept. 1, 1997.

Sec. 791.032. CONSTRUCTION, IMPROVEMENT, AND REPAIR OF STREETS IN MUNICIPALITIES. With the approval of the governing body of a municipality, a local government may enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality, including portions of the municipality's streets or alleys that are not an integral part of or a connecting link to other roads or highways.

Added by Acts 1999, 76th Leg., ch. 671, Sec. 1, eff. Sept. 1, 1999.

Sec. 791.033. CONTRACTS TO CONSTRUCT, MAINTAIN, OR OPERATE FACILITIES ON STATE HIGHWAY SYSTEM. (a) In this section, "state highway system" means the highways in this state included in the plan providing for a system of state highways prepared under Section 201.103, Transportation Code.

(b) A local government may enter into and make payments under an agreement with another local government for the design, development, financing, construction, maintenance, operation, extension, expansion, or improvement of a toll or nontoll project or facility on the state highway system located within the boundaries of the local government or, as a continuation of the project or facility, within the boundaries of an adjacent local government.

(c) An agreement under this section must be approved by the Texas Department of Transportation.

(d) Notwithstanding Section 791.011(d), to make payments under an agreement under this section, a local government may:

(1) pledge revenue from any available source, including payments received under an agreement with the Texas Department of Transportation under Section 222.104, Transportation Code;

(2) pledge, levy, and collect taxes to the extent permitted by law; or

(3) provide for a combination of Subdivisions (1) and (2).

(e) The term of an agreement under this section may not exceed 40 years.

(f) Any election required to permit action under this section must be held in conformance with the Election Code or other law applicable to the local government.

(g) In connection with an agreement under this section, a county or municipality may exercise any of the rights and powers granted to the governing body of an issuer under Chapter 1371.

(h) This section is wholly sufficient authority for the execution of agreements, the pledge of revenues, taxes, or any combination of revenues and taxes, and the performance of other acts and procedures authorized by this section by a local government without reference to any other provision of law or any restriction or limitation contained in those provisions, except as specifically provided by this section. To the extent of any conflict or inconsistency between this section and any other law, this section shall prevail and control. A local government may use any law not in conflict with this section to the extent convenient or necessary to carry out any power or authority, expressed or implied, granted by this section.

Added by Acts 2005, 79th Leg., Ch. 281 (H.B. 2702), Sec. 2.89, eff. June 14, 2005.

Sec. 791.034. INTERLOCAL CONTRACT FOR RELIEF HIGHWAY ROUTE AROUND CERTAIN MUNICIPALITIES. (a) The governing body of a municipality located in a county in which is located a facility licensed to dispose of low-level radioactive waste under Chapter 401, Health and Safety Code, may enter into an interlocal contract with the county for the construction and maintenance of a relief highway route around and outside the boundaries of the municipality that the governing body determines will serve a public purpose of the municipality.

(b) The municipality may expend municipal funds and may issue certificates of obligation or bonds to pay for expenses associated with a relief highway route under Subsection (a).

Added by Acts 2009, 81st Leg., R.S., Ch. 357 (H.B. 1255), Sec. 1, eff. June 19, 2009.

Sec. 791.035. CONTRACTS WITH INSTITUTIONS OF HIGHER EDUCATION OR UNIVERSITY SYSTEMS.

(a) A local government and an institution of higher education or university system may contract with one another to perform any governmental functions and services. If the terms of

the contract provide for payment based on cost recovery, any law otherwise requiring competitive procurement does not apply to the functions and services covered by the contract.

(b) In this section, "institution of higher education" and "university system" have the meanings assigned by Section 61.003, Education Code.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1049 (S.B. 5), Sec. 2.05, eff. June 17, 2011.

Sec. 791.036. REGULATION OF TRAFFIC IN SPECIAL DISTRICTS. The commissioners court of a county may enter into an interlocal contract with the board of a special district to apply the county's traffic regulations to a public road in the county that is owned, operated, and maintained by the district if the commissioners court finds that it is in the county's interest to regulate traffic on the public road.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1211 (S.B. 1411), Sec. 1, eff. June 14, 2013.

Redesignated from Government Code, Section 791.035 by Acts 2015, 84th Leg., R.S., Ch. 1236 (S.B. 1296), Sec. 21.001(28), eff. September 1, 2015.

Sec. 791.037. SOLID WASTE DISPOSAL SERVICES IN CERTAIN COUNTIES. (a) In this section, "solid waste" has the meaning assigned by Section 361.003, Health and Safety Code.

(b) This section applies only to a county with a population of more than 1.5 million in which more than 75 percent of the population resides in a single municipality.

(c) A county may contract with a municipality to provide, directly or through a contract with another entity, a mandatory program under Section 364.034, Health and Safety Code, for solid waste disposal services in an area of the county located within the extraterritorial jurisdiction of the municipality if the municipality does not provide solid waste disposal services in that area.

(d) A contract under this section must include provisions regarding the termination of the county's provision of service on the occurrence of certain contingencies, including the annexation of the area covered by the contract by the municipality or the provision of service to the area by the municipality.

Added by Acts 2017, 85th Leg., R.S., Ch. 70 (S.B. 1229), Sec. 4, eff. May 22, 2017.



AGENDA MEMORANDUM

DATE: March 23, 2023
TO: Honorable City Council Members
FROM: Linda Proskey, City Secretary
THROUGH: Linda Proskey, City Secretary
SUBJECT: Consider approval of the December 12, 2022, and March 13, 2023
Regular City Council Meeting Minutes

BACKGROUND/INFORMATION:

Regular Council Meeting Minutes for December 12, 2022

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Dec. 12 Regular Meeting - Draft Minutes
2. March 13, 2023 Regular Meeting - Draft Minutes

REVIEWED BY:

Linda Proskey, City Secretary

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 4/3/2023

Approved - 4/3/2023

Final Approval - 4/3/2023



**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBER,
7105 WHITLEY ROAD
DECEMBER 12, 2022
6:30 PM**

CALL TO ORDER

Mayor Arthur L. Miner called the meeting to order at 7:02 p.m. He apologized for the time change.

ROLL CALL

The meeting convened with the following members present:

Arthur L. Miner
Lovie Downey

Pat Shelbourne
Tom Snyder
Andrew Neal
Malissa Minucci
Mark Taylor Jan
Hill

and
Joshua Jones
Linda Proskey
Sandra Gibson
Lana Ewell Julie
Rodriguez
Timothy Hamilton

Mayor
Mayor Pro Tem/Council Member Place 3
Absent with notice)
Council Member Place 1
Council Member Place 2
Council Member Place 4
Council Member Place 5
Council Member Place 6
Council Member Place 7

City Manager
City Secretary
Director of Finance Director
of Library Services HR/Civil
Service Director
Parks and Community Services Director

INVOCATION

Pastor Dennis Hester, First Baptist Church of Watauga and Police Chaplin, provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Miner led the pledge to the flags.

ANNOUNCEMENTS

PRESENTATIONS

- 1. Presentation of Service Awards for City of Watauga employees celebrating a Milestone Anniversary during the month of December.**

Joshua Jones, City Manager, gave out the employee service awards to Aaron Kaut for 10 years and Kacee Honardar for 10 years.

- 2. Recognition of the Fire Department's Achievement of Excellence in Fire Prevention 2022 - Platinum award.**

Gary Cochran Fire Chief of Sanson Park and is on the achievement award committee of the Texas State Fire Marshall presented the platinum award to Chief Fannan. Only 3 cities in the state have this.

Mayor Miner presented Chief Fannan with a Certificate of Appreciation.

- 3. Presentation on The Tree of North Texas**

Brandon Board, CEO of The Tree of North Texas gave a presentation on the non-profit to grow the awareness of the service that they provide for students in the area.

- 4. Presentation by Health Occupations Students of America (HOSA) on their program DASH CARD**

Students from HOSA spoke about the non-profit whose mission is to address health disparities through community initiatives and education.

PUBLIC COMMENT

Dwayne Letart, 7101 Whitley Road, spoke about the policy changes, and compensation for officers.

Marshall McGee, 7101 Whitley Road, with the Police Association, spoke about policy changes and compensation for the police officers.

PUBLIC TESTIMONY FOR ACTION ITEMS

No Requests for public testimony were received.

CONSENT AGENDA

Mayor Miner read the following consent addenda items:

- 1. Consider action approving a resolution of the City Council of the City of Watauga, Texas adopting Written Investment Policies Standards Governing the City's Investment Practices; Adopting Authorized Broker/Dealers list for the City of Watauga; repealing conflicting resolutions; and providing an effective date.**
- 2. Consider action to approve a resolution amending the Comprehensive Financial Management Policy Statements.**

3. **Consider action to declare the items shown on the 2022 Master Auction List as surplus personal property assets of the city approved for sale or disposition.**
4. **Consider action to approve the second renewal of the agreement for collection services with McCreary, Veselka, Bragg & Allen, P.C.**
5. **Consider approval of the minutes for the September 12 and September 26, 2022, regular council meetings.**
6. **Consider Action to approve the minutes from October 10, 2022, Regular Council Meeting.**
7. **Consider action to approve the purchase of a 200kW Diesel Driven-Aksa Generator with LJ Power, for the Watauga Public Works Department utilizing BuyBoard contract #657-21 and ARPA Grant funds.**
8. **Consider action to approve the Monthly Financial Report for the period ending October 31, 2022.**
9. **Consider action to adopt a resolution by the City Council to the City of Watauga, Texas amending the following policies: 4.01 Performance Evaluations; 4.06 Tuition Reimbursement; 6.02 Overtime and Compensatory Time; 6.04 Classification and Compensation; 6.07 Longevity; 7.06 Tool Allowance; 7.07 Telecommuting; 8.01 Holiday; 8.02 Vacation Leave; 8.03 Sick Leave City of Watauga Policy Manual; providing for repeal; providing for severability; providing an effective date.**
10. **Approval of resolution setting the City Observed Holiday Dates for the 2023 Calendar Year.**

Councilmember Snyder pulled item #9 from the consent agenda and moved to action item #1.

Mayor Miner called for a Motion. Councilmember Snyder made a motion to remove item number 9 and accept the remaining items on the consent agenda.

Councilmember Hill seconded the motion. Mayor Miner called for a vote.

Motion carried 6-0-0-1.

Ayes, Shelbourne, Snyder, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Downey

ACTION ITEMS

1. **Consider action to adopt a resolution by the City Council to the City of Watauga, Texas amending the following policies: 4.01 Performance Evaluations; 4.06 Tuition Reimbursement; 6.02 Overtime and Compensatory Time; 6.04 Classification and**

Compensation; 6.07 Longevity; 7.06 Tool Allowance; 7.07 Telecommuting; 8.01 Holiday; 8.02 Vacation Leave; 8.03 Sick Leave City of Watauga Policy Manual; providing for repeal; providing for severability; providing an effective date. (Was consent item #)

Mayor Miner asked Councilmember Snyder if there were one particular policy he would like to discuss.

Councilmember Snyder said his main thing is the unfunded accounts, so there isn't just one.

Councilmember Taylor asked for each item to be presented again and wanted to know if each item could be voted on individually. Also, what is the urgency to getting this done tonight instead of postponing.

David Bergman, City Attorney, said they could be voted on specific policies as long as the motions are clear.

Juliet Rodriguez, Human Resource Director, reviewed each item and the changes.

Councilmember Shelbourne motioned that the item be tabled to another council meeting or workshop.

Mayor Miner discussed the direction that was given to the City Manager.

Councilmember Shelbourne withdrew his motion to table the item.

Mayor Miner said they would take each item individually and discuss it.

Councilmember Taylor made a motion to approve performance evaluation 4.01. Councilmember Snyder seconded the motion.

Mayor Miner called for a vote.

Motion carried 6-0-0-0.

Ayes, Shelbourne, Snyder, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Downey

Juliet Rodriguez went over 4.06 Tuition Reimbursement policy changes.

Councilmember Hill made a motion to approve 4.06. Councilmember Neal seconded the motion.

Councilmember Taylor asked for clarification on the per-hour rate.

Councilmember Snyder asked how many classes at that rate would that cover.

Juliet Rodriguez said it would cover about two classes and that it is not paying all the tuition; it is only assistance. Five people use the program, and the amount is budgeted for the year.

Councilmember Snyder said he would like the rate raised.

Mayor Miner asked for a vote since there was a motion.

Councilmember Hill said she withdrew her motion.

David Berman, City Attorney, replied that the motion had been seconded and, therefore, could not be withdrawn; it must be voted on. Then a motion to table can be made.

Mayor Miner Called for a vote.

Motion failed 1-5-0-1.

Ayes, Neal

Nays: Shelbourne, Snyder, Minucci, Taylor, Hill

Abstain: None

Absent: Downey

Councilmember Hill made a motion to postpone until tuition rates and hours wanted. Councilmember Snyder seconded the motion.

Mayor Miner called for a vote.

Motion carried 6-0-0-1.

Ayes, Neal, Shelbourne, Snyder, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: Downey

Juliet Rodriguez went over 6.02 Overtime and Compensatory Time. Current policy for overtime and Compensatory time thresholds are 240 general 480 civil service proposing a maximum of 80 hours for both general and civil service employees. Also included in the policy is to buy down compensatory time.

Councilmember Hill asked if they had met the compensatory time limit and will they be paid our overtime at time and half.

Councilmember Snyder had questions about the cap going from 480 to 80.

Joshua Jones, City Manager, addressed the reasoning behind the changes.

Councilmember Taylor made a motion to approve personnel policy 6.02. Councilmember Hill seconded the motion.

Mayor Miner called for a vote.

Motion carried 5-1-0-1.

Ayes, Neal, Shelbourne, Minucci, Taylor, Hill

Nays: Snyder

Abstain: None

Absent: Downey

Juliet Rodriguez went over the 6.04 Classification and compensation plan. This changes the employee evaluations due at their anniversary and by rating scale to annual evaluations due by March 1 and pay increases based on merit. Rating scale with merit 1-3% allowed depending on the evaluation.

Councilmember Taylor made a motion to approve 6.04. Councilmember Snyder seconded that motion.

Mayor Miner called for a vote.

Motion carried 5-1-0-1.

Ayes, Neal, Snyder, Shelbourne, Minucci, Taylor
Nays: Hill
Abstain: None
Absent: Downey

Juliet Rodriguez went over 6.05 longevity pay. They propose that employees be paid longevity at 12.00 per month and part-time at 6.00 per month with a maximum of 25 years.

Councilmember Minucci asked about the 25-year maximum and would like to see it removed.

Councilmember Hill made a motion to approve 6.07 with the amendment to remove the 25-year maximum. Councilmember Snyder seconded the motion.

Councilmember Neal asked when the last time the figures were adjusted was.

Juliet Rodriguez said it was in 2013.

Mayor Miner called for a vote.

Motion carried 6.0-0-1.

Ayes, Neal, Snyder, Shelbourne, Minucci, Taylor, Hill
Nays: None
Abstain: None
Absent: Downey

Juliet Rodriguez went over 7.07 Tool Allowance. This is for the people that work in the fleet; they do receive a tool allowance, and this is to clarify their titles.

Councilmember Hill made a motion the approve item 7.07 as presented. Councilmember Shelbourne seconded the motion.

Mayor Miner called for a vote.

Motion carried 6-0-0-1.

Ayes, Neal, Shelbourne, Snyder, Minucci, Taylor, Hill
Nays: None

Abstain: None
Absent: Downey

Juliet Rodriguez went over 7.07 Telecommuting/Work Flexibility program. Requesting that it be called the work flexibility program.

Councilmember Taylor expressed his concerns about the program and employee working from home.

Councilmember Shelbourne said this is another tool to be able to manage the employees.

Councilmember Neal made a motion to approve item 7.07 as presented. Councilmember Hill seconded the motion.

Mayor Miner called for a vote.

Motion carried 6-0-0-1.

Ayes, Neal, Shelbourne, Snyder, Minucci, Taylor, Hill
Nays: None
Abstain: None
Absent: Downey

Juliet Rodriguez went over 8.01 Holiday pay proposing to consolidate the part-time hourly employees, who will be paid at a 4.5 accrual. In addition, the holiday will be paid out for non-exempt who work the holiday. Also, the city will no longer pay out accrued holiday pay since it will no longer accrue.

Councilmember Taylor made a motion to approve 8.01, Councilmember Neal seconded the motion.

Mayor Miner called for a vote.

Motion carried 6-0-0-1.

Ayes, Neal, Shelbourne, Snyder, Minucci, Taylor, Hill
Nays: None
Abstain: None
Absent: Downey

Juliet Rodriguez went over 8.02 vacation pay. Proposing that an employee is required to take one week of vacation annually, the accrual rate is the same for anyone working a forty-hour work week. Suppose someone switches shift that have a different accrual; in that case, the prior balance will not change only will change going forward, and the 8–10-hour work shift will accrue a maximum of 240 hours of vacation that could be paid out at separation, and a 12-hour shift could get 360 hours at separation. Once the maximum is reached, the employee stops accruing until they use vacation hours. Part-time will have a maximum of 120, and those who quit without notice will forfeit at separation. One-year employees will accrue 80 hours yearly but can only use them after their 6-month probation.

Councilmember Hill made a motion to approve item 8.02 as presented. Councilmember Shelbourne seconded the motion.

Councilmember Neal proposed an amendment to remove the part where it says if you quit without notice then you lose your vacation pay.
Councilmember Minucci seconded the amendment.

Mayor Miner called for a vote on the amendment. A vote yes is for removing it a vote no will be for leaving it in

Motion failed 3-4-0-1. Mayor Miner broke the tie with a no vote.

Ayes, Neal, Snyder, Minucci,
Nays: Hill, Shelbourne, Taylor, Miner
Abstain: None
Absent: Downey

Councilmember Snyder proposed an amendment to remove the accrual. Amendment died with no second.

Mayor Miner called for a vote on the motion to approve item 8.02 as presented.

Motion passed 4-2-0-1. Mayor Miner broke the tie with a no vote.

Ayes, Hill, Neal, Shelbourne, Taylor,
Nays: Snyder, Minucci,
Abstain: None
Absent: Downey

Juliet Rodriguez went 8.03 Sick Leave; the proposed combined the part-time accruals for Part-time to 5 hours and the accruals to be the same for all 40 hours employees, and when changing the shifts, only adjusting the accruals going forward, not previously earned. Sick leave is no longer being paid out at separation for general government employees and opening the sick leave buyback.

The council spoke about concerns with the police and the accruals that they receive for changing shifts.

David Berman spoke about the buyback policy, saying that no employee will lose money because of the policy change.

Councilmember Taylor made a motion to approve 8.03 as presented. Councilmember Hill seconded the motion.

Mayor Miner called for a vote.

Motion carried 4-2-0-1.

Ayes, Neal, Shelbourne, Minucci, Taylor
Nays: Hill, Snyder,
Abstain: None
Absent: Downey

ITEMS FOR FUTURE AGENDAS

Councilmember Taylor would like to see the overtime for the PD looked at.
Councilmember Hill Seconded the motion.

Councilmember Hill would like to see a committee setup for TNR. Councilmember Taylor seconded the motion.

Mayor Miner asked that in the future that this many policy changes not be placed together in one item.

ADJOURNMENT

Mayor Miner adjourned the meeting at 9:47 pm.

Approved: this _____ day of _____, 2022

Signed: this _____ day of _____, 2022

APPROVED:

ATTEST:

Arthur L. Miner, Mayor

Linda Proskey, City Secretary

NOTE: Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office



**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBER,
7105 WHITLEY ROAD
MARCH 13, 2023
6:30 PM**

CALL TO ORDER

Mayor Arthur L. Miner called the meeting to order at 6:30 p.m.

ROLL CALL

The meeting convened with the following members present:

Arthur L. Miner
Lovie Downey
Pat Shelbourne
Tom Snyder
Andrew Neal
Malissa Minucci
Mark Taylor
Jan Hill

Mayor
Mayor Pro Tem/Council Member Place 3
Council Member Place 1
Council Member Place 2
Council Member Place 4
Council Member Place 5
Council Member Place 6
Council Member Place 7

and
Joshua Jones
Linda Proskey
Joe
Sandra Gibson
Lana Ewell
Julie Rodriguez
Timothy Hamilton

City Manager
City Secretary

Director of Finance
Director of Library Services
HR/Civil Service Director
Parks and Community Services Director

INVOCATION

Pastor Mark Lofton, of Northside Nazarene Church, provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Miner led the pledge to the flags.

ANNOUNCEMENTS

March 13, 2023, Minutes-page 1

Councilmember Neal reminded everyone of the concert in the park on Friday and added to adopt a pet at the Animal Service.

Mayor Miner announced the passing of former Councilmember Melva Clark.

PRESENTATION

Joshua Jones gave service awards to Jennifer Walls for five years, Randy Richards for 30 years, and James Dykes for ten years.

PUBLIC COMMENT

No Request for Public Comment

PUBLIC TESTIMONY FOR ACTION ITEMS

No Requests for public testimony were received.

CONSENT AGENDA

Mayor Miner read the following consent addenda items:

- 1. Approval of proposed changes to the Watauga Public Library's Meeting Room Policy.**
- 2. Consideration and approval of the Monthly Financial Report for the period ending January 31, 2023.**
- 3. Consideration and approval of a purchase of replacement Panasonic mobile devices and accessories for Police Patrol vehicles from SHI Government.**
- 4. Consideration and approval of Saturday, April 29, 2023, and Saturday, September 23, 2023, for the city-wide semi-annual garage sales and waiving the application requirement and permit fee.**
- 5. Consider approval of the joint contract with Tarrant County Elections for the May 6, 2023, general election.**

Mayor Miner called for a Motion. Councilmember Hill made a motion to accept the item as presented. Mayor Pro Tem Downey seconded the motion. Mayor Miner called for a vote.

Motion carried 7-0-0-0.

Ayes, Shelbourne, Snyder, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: None

PUBLIC HEARINGS / ACTION

1. **SUP.23-01: Public hearing to receive comments for or against a request for a specific use permit for the property established at 6600 Denton Highway Suite #200, Lot B2R, Block 4, of the Greenfield Village Addition, located north of Greenfield Drive east of Denton Highway and west of Chapman Road; and consider action on the final report recommending to Council to allow for a massage establishment in a General Business (GB) zoning district. Owner, Nikki Cee LLC. Applicant/agent, Josephine Bacon.**

Randy Richards Assistant Public Works Director presented the item. Applicant Josephine Bacon was present.

Mayor Miner opened the Public Hearing at 6:43 p.m.

There were no requests to speak.

Public Hearing was closed at 6:43 p.m.

Mayor Miner called for a Motion. Councilmember Taylor made a motion to accept the item as presented. Councilmember Shelbourne seconded the motion. Mayor Miner called for a vote.

Motion carried 7-0-0-0.

Ayes, Shelbourne, Snyder, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: None

2. **SUP.23-02: Public hearing to receive comments for or against a request for a specific use permit, for property known as 6029 Plum St., Lot 2R, Block 9, of the Original Town of Watauga Addition, located north of Lamar Street south of Main Street and east of Denton Highway; and consider action on the final report recommending to Council to allow for a private school establishment in a General Business (GB) zoning district. Owner/applicant, ChristaCarol Jones.**

Randy Richards, Assistant Public Works Director, presented the item; ChristaCarol Jones was present.

Councilmember Neal asked what the ultimate enrollment that is being looked at is.

Ms. Jones said they are looking at 24, so it will be 12 per classroom, and they have two classrooms. But they could go to the state limit of 32 students.

Councilmember Minucci. She wanted to know the size of the building and where she was with her accreditation.

Ms. Jones said that the building is 1600 sq. feet and that the state requires 30 per student. She said she was in her first third of the accreditation and should have it by the end of the summer.

Mayor Miner opened the public hearing at 6:50 p.m.

There were no requests to speak.

Mayor Miner closed the public hearing at 6:50 p.m.

Mayor Miner called for a Motion. Councilmember Hill made a motion to accept the item as presented. Councilmember Neal seconded the motion. Mayor Miner called for a vote.

Motion carried 7-0-0-0.

Ayes, Shelbourne, Snyder, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: None

ACTION ITEMS

1. Discuss and consider action to approve a resolution to accept the Annual Audit and Single Audit for the period October 1 - September 30, 2022.

Sandra Gibson, Director of Finance, introduced Jackie Gonzales, with the accounting firm Weaver to present the audit. Ms. Gonzales explained how the audit was performed and how the city did.

Councilmember Shelbourne asked about what caused the fee increases.

Gibson said that water consumption was the leading cause due to the hot summer.

Councilmember Minucci asked about Harvest Christian and why they were not listed as a principal employer.

Ms. Gibson said it is because they changed ownership.

Mayor Miner called for a Motion. Councilmember Hill made a motion to accept the item as presented. Councilmember Shelbourne seconded the motion. Mayor Miner called for a vote.

Motion carried 7-0-0-0.

Ayes, Shelbourne, Snyder, Downey, Neal, Minucci, Taylor, Hill

Nays: None

Abstain: None

Absent: None

Mayor Miner congratulated they finance department for receiving a certificate for excellence in financial reporting.

2. Consider action to award Landscape Maintenance RFP # 23-003 to MG Lawn & Landscape and Smith Lawn & Tree.

Timothy Hamilton, Director of Parks and Recreation, presented the item. Additional channel locations and cycles were added. The proposal is based and awarded on a three-year initial term with an option of renewal for two additional one-year periods. Councilmember Taylor asked about the services and if included plant replacement.

Mr. Hamilton stated it is separate and that they have requested the prices for replacing plants.

Councilmember Shelbourne asked how often the channels would be maintained and why the two bidders were picked.

Mr. Hamilton said the channels would be maintained nine times, and the companies were higher and lower in certain areas, so they awarded it to both to save money.

Councilmember Minucci wanted to know why one vendor that met the scoring and was lower in cost was not chosen.

Mr. Councilmember Minucci wanted to know why one vendor that met the scoring and was lower in cost was not chosen.

Hamilton stated that the plan they submitted was not a plan that would work for the city.

Mayor Miner called for a Motion. Councilmember Shelbourne made a motion to accept the item as presented. Councilmember Minucci seconded the motion. Mayor Miner called for a vote.

Motion carried 7-0-0-0.

Ayes, Shelbourne, Snyder, Downey, Neal, Minucci, Taylor, Hill
Nays: None
Abstain: None
Absent: None

3. Discuss and consider action to approve the Community Development Block Grant (CDGB) 48th Year Emerson Drive Water System Improvements - Construction Bid Acceptance.

Paul Hackleman, Director of Public Works, presented this item Water Main replacement along Emerson Drive from Whitley Road to Maurie Drive. A public hearing, which confirmed the project, was held by the City Council on April 11, 2022. Therefore, this item is to accept the bid.

Mayor Miner called for a Motion. Councilmember Neal made a motion I move to accept the bid from Atkins Brothers Equipment Company, Inc. for construction of the Emerson Dr. Water System Improvements project in the amount of Three Hundred Three Thousand Five Hundred Seventy-Eight Dollars and No Cents. Watauga's pledge above and beyond Tarrant County's grant is One Hundred Thirty-Four Thousand Two Hundred Fifty-One Dollars and No Cents Councilmember Minucci seconded the motion. Mayor Miner called for a vote. Councilmember Hill seconded the motion.

Motion carried 7-0-0-0.

Ayes, Shelbourne, Snyder, Downey, Neal, Minucci, Taylor, Hill
Nays: None
Abstain: None
Absent: None

ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

ADJOURNMENT

Mayor Miner adjourned the meeting at 7:22 pm

Approved: this _____ day of _____, 2023

Signed: this _____ day of _____, 2023

APPROVED:

ATTEST:

Arthur L. Miner, Mayor

Linda Proskey, City Secretary

NOTE: Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office

March 13, 2023, Minutes-page 6



AGENDA MEMORANDUM

DATE: March 23, 2023
TO: Honorable City Council Members
FROM: Linda Proskey, City Secretary
THROUGH: Linda Proskey, City Secretary
SUBJECT: Consider approval of a massage permit for Magic Massage located at 6651 Watagua Road Suite 109

BACKGROUND/INFORMATION:

The new owners of Magic Massage have applied for a massage permit

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Interoffice Police Department Request-Magic (new Therapist)
2. Interoffice Police Department Request- New owner 2023
3. JI Tian Therapist application DL
4. Ling Tian application
5. Email from Planning and Development approving the specific use permit fulfilling the requirements.

REVIEWED BY:

Linda Proskey, City Secretary

Joshua Jones, City Manager

Linda Proskey, City Secretary

Approved as to form for inclusion on Agenda

Approved - 3/14/2023

Approved - 3/17/2023

Final Approval - 3/17/2023



AGENDA MEMORANDUM

DATE: March 23, 2023

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action to approve an award of a miscellaneous and as needed concrete work agreement to Garret Shield Infrastructure, and DFW Double D Contracting LLC utilizing North Richland Hills Bid 23-002 Miscellaneous Concrete Contractor Services pursuant to a cooperative purchasing agreement with North Richland Hills and authorize the City Manager to execute an agreement approved by the City Attorney as to form and legality.

BACKGROUND/INFORMATION:

The City outsources various concrete work as needed which includes items such as sidewalk repair, curb and gutter repair, concrete sections, and driveway repair, etc.

The City has an interlocal agreement in place with North Richland Hills allowing us to utilize bids with other government entities per Local Government Code Section 271.102 and Texas Government Code Chapter 791. The code is designed to allow government entities to utilize contracts for products and services that have already gone through the bid process, thereby meeting all State and Local purchasing laws and requirements.

On December 12, 2022, North Richland Hills City Council approved two award recommendations of Bid 223-002 Miscellaneous Concrete Contractor Services to Garret Shield Infrastructure, and DFW Double D Contracting LLC. Each agreement is on an as-needed basis for a period of one year with options to renew for four (4) additional one-year periods. We are joining during the initial contract period leaving us with the possibility of four (4) more renewals within the provisions and continuation of the bid by North Richland Hills.

Staff requests approval by City Council to utilize the three contracts by the various departments to provide flexibility in resources for concrete work as needed .

FINANCIAL IMPLICATIONS:

Funds are budgeted and available as needed.

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

City staff respectfully recommends the City Council approve the bid award of as needed concrete work through a cooperative purchasing agreement with North Richland Hills under Bid 23-002 Miscellaneous Concrete Contractor Services.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. NRH Council Minutes 12-12-22 -RFB23-002 Misc Concrete Consent B.7 - 3 contractors
2. NRH RFB 23-002 Bid Tabulation 3 Contractors
3. NRH RFB 23-002 Double D - Bid Documents
4. NRH RFB 23-002 Garret Shields Bid Documents
5. 1295 Form Double D
6. FORM 1295 GARRET SHIELDS

REVIEWED BY:

Paul Hackleman, Director of Public Works
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
David Berman, City Attorney
Joshua Jones, City Manager
Linda Proskey, City Secretary
Approved as to form for inclusion on Agenda

Approved - 3/14/2023
Approved - 3/21/2023
Approved - 3/21/2023
Approved - 3/22/2023
Approved - 3/31/2023
Final Approval - 3/31/2023

**MINUTES OF THE WORK SESSION AND REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS
HELD IN THE CITY HALL 4301 CITY POINT DRIVE
DECEMBER 12, 2022**

WORK SESSION

CALL TO ORDER

The City Council of the City of North Richland Hills, Texas met in work session on the 12th day of December at 5:30 p.m. in the City Council Workroom prior to the 7:00 p.m. regular City Council meeting.

Present:	Oscar Trevino	Mayor
	Tito Rodriguez	Mayor Pro Tem, Place 1
	Rita Wright Oujesky	Place 2
	Suzy Compton	Place 3
	Mason Orr	Place 4
	Blake Vaughn	Place 5
	Scott Turnage	Associate Mayor Pro Tem, Place 6
	Kelvin Deupree	Deputy Mayor Pro Tem, Place 7
Staff Members:	Mark Hindman	City Manager
	Paulette Hartman	Deputy City Manager
	Jimmy Perdue	Director of Public Safety
	Alicia Richardson	City Secretary/Chief Governance Officer
	Maleshia McGinnis	City Attorney
Staff absent:	Karen Manila	Assistant City Manager

1. DISCUSS ITEMS FROM REGULAR CITY COUNCIL MEETING.

City Council had no questions for staff.

2. DISCUSS TXDOT'S PROPOSAL TO INSTALL RAISED MEDIANS ON DAVIS BOULEVARD (FM 1938).

Director of Public Works Caroline Waggoner provided an overview of the Texas Department of Transportation's (TxDOT) proposal to install raised medians on Davis Boulevard. In 2017, city staff was informed that the city received grant funding for two raised median projects on Davis Boulevard. The two projects encompass approximately 7 miles of Davis Boulevard beginning at Harwood extending north to FM 1709 in Southlake. City Council reviewed TxDOT's conceptual plan in 2018 and directed staff to forward the

city's support of the projects. The funding for the project lapsed in 2019, and staff has been notified funding for the project has been reallocated. Ms. Waggoner asked City Council if they still support the installation of raised medians on Davis Boulevard. City Council directed staff to inform TxDOT of their support and request to have input on the final project.

3. DISCUSS 2023 CITY COUNCIL MEETING SCHEDULE.

City Secretary/Chief Governance Officer Alicia Richardson reviewed the proposed 2023 City Council schedule. Staff is seeking direction from City Council regarding the March 13, March 27, May 22, November 27 and December 25 meetings.

The March 13 meeting conflicts with the school district's Spring Break and the March 27 meeting conflicts with the National League of Cities Conference. Staff recommends the March 13 meeting be moved to March 6 and the March 27 meeting be moved to March 20. There was no opposition from City Council.

The May 22 meeting falls outside the canvassing period to formalize the results of the city's election. Ms. Richardson informed City Council that Tarrant County requested municipalities canvass their election results on May 17. In light of Tarrant County's request, staff recommends the May 22 meeting be moved to May 17. Lastly, the City Council traditionally directs staff to cancel the second meeting in November and December.

City Council directed staff to move the March meetings to March 6 and 20 and the May 22 meeting to May 17. City Council also directed staff to cancel the November 27 and December 25 meetings. It is staff's understanding the second meeting in November would be held if it is necessary to conduct city business. Ms. Richardson informed City Council an item would be placed on the January 9, 2023 agenda to take formal action on the 2023 City Council schedule.

4. DISCUSS AND REVIEW THE FISCAL YEAR 2023-24 BUDGET CALENDAR

Director of Budget and Research Trudy Lewis presented key dates associated with the budget calendar. In July, staff will review the special revenue funds (July 10) and capital budget (July 24) during work session. The annual budget retreat is scheduled for Friday, August 4 and at this meeting, staff will provide City Council with the Truth-In-Taxation worksheet and the certified tax roll. At the August 14 meeting, City Council will set a date for the budget public hearing and vote on the proposed city tax rate. A special meeting will be scheduled for September 7 to conduct public hearings for the budget and tax rate. City Council will vote on the budget and tax rate on September 11. Ms. Lewis noted the two special meetings associated with the budget calendar are August 4 and September 7. City Council had no objections with the proposed dates.

5. CHIEF PERDUE WILL MAKE A PRESENTATION TO THE CITY COUNCIL ON THE UTILIZATION OF EXISTING BUDGETED FUNDS TO ADD TWO POLICE OFFICER POSITIONS EFFECTIVE IMMEDIATELY.

Director of Public Safety Jimmy Perdue presented the item. The grant the Police Department submitted in conjunction with the Fiscal Year 2022-2023 budget for four (4) additional police officers was not awarded by the U.S. Department of Justice Office of Community Oriented Policing Service (COPS). The grant required a financial match (\$147,579) from the city that was included in the Fiscal Year 2022-2023 Crime Control District budget. Mr. Perdue informed City Council the Police Department will resubmit again next year. The Police Department was successful in receiving the grant for a mental health coordinator. The department also included funding for this position in the Crime Control District Budget. The funds allocated in the 2022-2023 budget for the matching grant (police officers) and the mental health coordinator will provide for the cost of two police officers. Mr. Perdue stated no formal action is required by City Council.

6. PRESENTATION OF PROPOSED CIVIL COURT PROCESS FOR CODE AND NUISANCE CASES WITHIN THE NORTH RICHLAND HILLS MUNICIPAL COURT.

City Council received a presentation from staff on the proposed civil court process for code and nuisance cases within North Richland Hills. Deputy City Manager Paulette Hartman advised that staff has been working together to implement an accelerated process to address code and nuisance violations. The City Council, at their May 2022 goals retreat, directed staff to review and modify current processes. Chapter 54 of the Texas Local Government Code authorizes a city to create a "quasi-judicial enforcement" process and/or to bring a civil action to enforce its ordinances related to public safety. There are two options available for Chapter 54 enforcement: (1) administrative adjudication hearing process and (2) civil action - establishing a civil court in the Municipal Court of Record.

City Attorney Maleshia McGinnis reviewed the city's current process responding to code complaints and obtaining code compliance. Staff members from the City Manager's Office, City Attorney's Office, Neighborhood Services, Planning and Inspections, and Municipal Court conducted a comprehensive review of the current process for code compliance.

Director of Neighborhood Services Stefanie Martinez reviewed two former code compliance cases and outlined the pros and cons of handling the same case in a civil court. Both cases would have proceeded faster through the civil court, saving staff time.

Ms. McGinnis reviewed the steps necessary to create a Chapter 54 Court. The City

Council would need to adopt an ordinance authorizing the administrative hearing process and designating a new Civil Court within the Municipal Court (Court #2). Staff will assess technology to ensure the current court software and access works with the civil system. The implementation of Chapter 54 includes the addition of five (5) new employees (administrative judge, administrative hearing officer, court case manager, court reporter and outside process server).

Municipal Court Administrator Rebecca Vinson provided the City Council an overview of how Municipal Court would incorporate the civil court with current operations.

Staff is seeking City Council's direction to move forward with creation of Chapter 54. There was no objection from City Council.

EXECUTIVE SESSION

1. SECTION 551.087: DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS - 8735, 8859 AND 8867 BOULEVARD 26

Mayor Trevino announced at 6:46 p.m. that the City Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically Section 551.087: Deliberation regarding Economic Development negotiations - 8735, 8859 and 8867 Boulevard 26. Executive Session began at 6:50 p.m. and concluded at 7:06 p.m.

Mayor Trevino announced at 7:06 p.m. that City Council would convene to the regular City Council meeting.

REGULAR MEETING

A. CALL TO ORDER

Mayor Trevino called the meeting to order at 7:12 p.m.

Present:	Oscar Trevino	Mayor
	Tito Rodriguez	Mayor Pro Tem, Place 1
	Rita Wright Oujesky	Place 2
	Suzy Compton	Place 3
	Mason Orr	Place 4
	Blake Vaughn	Place 5
	Scott Turnage	Associate Mayor Pro Tem, Place 6
	Kelvin Deupree	Deputy Mayor Pro Tem, Place 7
Staff Members:	Mark Hindman	City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Maleshia B. McGinnis	City Attorney

A.1 INVOCATION

Council member Rodriguez gave the invocation.

A.2 PLEDGE

Council member Rodriguez led the Pledge of Allegiance to the United States and Texas flags.

A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S)

A.3.1 CEREMONIAL OATH OF OFFICE FOR NEWLY ELECTED OFFICIAL - BLAKE VAUGHN, COUNCIL MEMBER PLACE 5

The ceremonial oath of office was administered to newly elected official Blake Vaughn. The official oath of office was administered by City Secretary/Chief Governance Officer Alicia Richardson on November 22, 2022. Mr. Vaughn thanked everyone for their support.

Mayor Trevino recessed the meeting at 7:17 p.m. for a brief reception for newly elected official Blake Vaughn.

Mayor Trevino reconvened the meeting at 7:32 p.m.

A.4 CITIZENS PRESENTATION

Ms. Shelly Drouillard, 7212 Marilyn Lane, spoke about corruption in federal, state and local jurisdictions.

A.5 PUBLIC COMMENTS

There were no requests to speak from the public.

A.6 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

No items were removed from the consent agenda.

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

APPROVED

A MOTION WAS MADE BY ASSOCIATE MAYOR PRO TEM TURNAGE, SECONDED BY COUNCIL MEMBER WRIGHT OUJESKY TO APPROVE THE CONSENT AGENDA.

MOTION TO APPROVE CARRIED 7-0.

- B.1 APPROVE MINUTES OF THE NOVEMBER 14, 2022 REGULAR CITY COUNCIL MEETING.**
- B.2 APPROVE MINUTES OF THE NOVEMBER 22, 2022 SPECIAL CITY COUNCIL MEETING.**
- B.3 AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH GENTEX ELECTRICAL SERVICES TO PERFORM STREET LIGHT MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH RFB 2022-02 IN THE AMOUNT NOT TO EXCEED \$51,440.91 ANNUALLY.**
- B.4 AUTHORIZE PURCHASES FROM AUSTIN ASPHALT INC., REYNOLDS ASPHALT AND CONSTRUCTION COMPANY, TEXAS MATERIALS INC., AND VULCAN CONSTRUCTION MATERIALS LLC, FOR ASPHALT ROAD SURFACING PRODUCTS USING TARRANT COUNTY CONTRACT #2022-191, IN COMPLIANCE WITH LOCAL AND STATE COOPERATIVE AND COMPETITIVE PURCHASING POLICIES AND REGULATIONS.**
- B.5 AUTHORIZE EXECUTION OF AMENDMENT NO. 1 TO THE COOPERATIVE PURCHASE CUSTOMER AGREEMENT WITH TODO VERDE, LLC FOR THE PURCHASE OF NETWORK DESIGN AND CONSULTATION SERVICES AND RATIFY A PREVIOUS FY 2021/2022 PURCHASE OF \$37,408.50 USING THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT 210602 FOR A CUMULATIVE AMOUNT NOT TO EXCEED \$200,000 THROUGH FY2025/2026.**
- B.6 CONSIDER RESOLUTION NO. 2022-054, REQUESTING APPROVAL FROM TXDOT FOR THE INSTALLATION, MAINTENANCE, AND MONITORING OF POLE-MOUNTED AUTOMATIC LICENSE PLATE RECOGNITION (ALPR) CAMERAS BY FLOCK SAFETY, INC., IN TXDOT'S RIGHT-OF-WAY WITHIN THE CITY OF NORTH RICHLAND HILLS.**
- B.7 AWARD RFP 23-002 MISCELLANEOUS CONCRETE IMPROVEMENTS TO GARRET SHIELDS INFRASTRUCTURE, DFW DOUBLE D CONTRACTING LLC, AND HARD KOUNTRY CONCRETE IN THE AMOUNT NOT TO EXCEED \$2,250,000 ANNUALLY.**

- B.8 AUTHORIZE THE CITY MANAGER TO EXECUTE NON-EXCLUSIVE CONTRACTS WITH DFW DOUBLE D CONTRACTING LLC, AND NATIVE CONSOLIDATED MANAGEMENT, LLC DBA NATIVE CONSTRUCTION, TO PERFORM CITY-WIDE GENERAL CONTRACTOR SERVICES FOR VARIOUS CITY DEPARTMENTS IN ACCORDANCE WITH RFP 23-004 IN THE COLLECTIVE AMOUNT NOT TO EXCEED \$492,000 ANNUALLY.**
- B.9 CONSIDER RESOLUTION NO. 2022-050 APPROVING THE APPLICATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FOR THE FY 2024 PROGRAM GRANT YEAR.**
- B.10 AUTHORIZE THE PURCHASE OF THE IBIS® MATCHPOINT™ ANALYSIS STATION FOR CARTRIDGE CASES FROM FORENSIC TECHNOLOGY FOR THE INVESTIGATION OF FIREARM-RELATED CRIMES IN THE AMOUNT OF \$100,548.**
- B.11 AUTHORIZE THE RENEWAL AND PAYMENT OF THE ANNUAL LICENSE FEE FOR THE SOLE SOURCE PURCHASE OF THE SMARTFORCE AGENCY MANAGEMENT SYSTEM FROM SMARTFORCE TECHNOLOGIES, INC. FOR THE TEXAS ANTI-GANG CENTER PROJECT IN THE AMOUNT OF \$89,955**
- B.12 AUTHORIZE THE PURCHASE OF SIX KINETIC BREACHING TOOLS FROM AARDVARK TECHNOLOGY IN THE AMOUNT OF \$60,070 USING NORTH TEXAS ANTI-GANG CENTER (TAG) GRANT 2848908 FUNDING.**
- B.13 CONSIDER RESOLUTION NO. 2022-051, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITIES OF ARLINGTON, FORT WORTH, HALTOM CITY, AND TARRANT COUNTY, FOR THE FY2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FORMULA PROGRAM AWARD.**
- B.14 CONSIDER RESOLUTION NO. 2022-052, AUTHORIZING SUBMISSION OF THE GRANT APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR DRUG-IMPAIRED DRIVING TOXICOLOGY PROCESSING UTILIZING NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION GRANT FUNDING.**
- B.15 AUTHORIZE PAYMENT TO STATION AUTOMATION, INC., DBA PSTRAX FOR RENEWAL OF OPERATIONS READINESS AND LOGISTICS MANAGEMENT SYSTEM FOR 5-YEAR TERM LOCKING IN MODULE PRICING AT \$68,000.**
- B.16 AUTHORIZE PAYMENT TO THE CITY OF FORT WORTH FOR THE ANNUAL PUBLIC SAFETY RADIO SYSTEM SUBSCRIPTION IN THE AMOUNT OF \$149,106.**

C. PUBLIC HEARINGS

- C.1 ZC22-0035, ORDINANCE NO. 3767, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM HARRISON FRENCH & ASSOCIATES FOR A SPECIAL USE PERMIT FOR A QUICK SERVICE RESTAURANT AT 8376 DAVIS BOULEVARD, BEING 1.001 ACRES DESCRIBED AT LOT 2R3R1, BLOCK 1, DAVIS-NORTH TARRANT PARKWAY ADDITION (WITHDRAWN FROM CONSIDERATION).**

WITHDRAWN

Mayor Trevino announced that at the applicant's request, the public hearing scheduled for November 14, 2022 was postponed to the December 12 meeting. Subsequently, the applicant has withdrawn their request. Mayor Trevino closed the public hearing and no further action is required by City Council.

THIS SPECIAL USE PERMIT WAS WITHDRAWN.

D. PLANNING AND DEVELOPMENT

There were no items for this category.

E. PUBLIC WORKS

- E.1 APPROVE AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR PARTIAL FUNDING OF UP TO \$1,858,500 FOR THE GLENVIEW DRIVE EAST ROAD CONSTRUCTION PROJECT (ST2006).**

APPROVED

Director of Public Works Caroline Waggoner presented the item. The Glenview Drive East Road construction project is included in the approved 2021 Tarrant County Transportation Bond Program. Tarrant County has agreed to provide more than \$1.8 million in funding towards the project over a three-year period. Tarrant County requires an annual one-year interlocal agreement, subject to renewal each year during the funding period based on availability of funds.

A MOTION WAS MADE BY COUNCIL MEMBER WRIGHT OUJESKY, SECONDED BY COUNCIL MEMBER COMPTON TO APPROVE AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR PARTIAL FUNDING OF UP TO \$1,858,500 FOR THE GLENVIEW DRIVE EAST ROAD CONSTRUCTION PROJECT (ST2006).

MOTION TO APPROVE CARRIED 7-0.

E.2 CONSIDER ORDINANCE NO. 3773, AMENDING CHAPTER 54, ARTICLE IV OF THE CODE OF ORDINANCES TO RESTRICT STOPPING, STANDING, AND PARKING ON WULIGER WAY.

APPROVED

Director of Public Works Caroline Waggoner presented the item. Staff recommends City Council approve Ordinance No. 3773, to restrict parking, stopping, or standing on Wuliger Way north of Browning Drive. The recommendation is in response to a public safety concern.

A MOTION WAS MADE BY DEPUTY MAYOR PRO TEM DEUPREE, SECONDED BY MAYOR PRO TEM RODRIGUEZ TO APPROVE ORDINANCE NO. 3773.

MOTION TO APPROVE CARRIED 7-0.

F. GENERAL ITEMS

F.1 CONSIDER RESOLUTION 2022-053, APPOINTING A REPRESENTATIVE TO THE NORTH RICHLAND HILLS TAX INCREMENT REINVESTMENT ZONE NUMBER 3 BOARD OF DIRECTORS, TO SERVE THE REMAINDER OF AN UNEXPIRED TERM AND APPOINTING A CHAIRPERSON, TO SERVE A ONE-YEAR TERM BEGINNING JANUARY 1, 2023.

APPROVED

Director of Finance Mark Mills presented the item. Currently there is a vacancy in Place 5 of the North Richland Hills Tax Increment Reinvestment Zone Number 3 Board of Directors. In addition, the term of the chairperson begins January 1, 2023. Staff recommends the appointment of Council member Vaughn to serve the unexpired portion of the term. Staff also requests that City Council appoint a chairperson to serve for the 2023 year, term expiring December 31.

A MOTION WAS MADE BY COUNCIL MEMBER ORR, SECONDED BY COUNCIL MEMBER COMPTON TO APPROVE RESOLUTION 2022-053, APPOINTING COUNCIL MEMBER BLAKE VAUGHN TO THE NORTH RICHLAND HILLS TAX INCREMENT REINVESTMENT ZONE NUMBER 3 BOARD OF DIRECTORS TO SERVE THE REMAINDER OF AN UNEXPIRED TERM, AND APPOINTING MAYOR TREVINO TO SERVE AS CHAIRPERSON FOR A ONE-YEAR TERM BEGINNING JANUARY 1, 2023.

MOTION TO APPROVE CARRIED 7-0.

F.2 AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH AQUATIC DESIGN GROUP, INC. FOR DESIGN DEVELOPMENT SERVICES AND CONSTRUCTION ADMINISTRATION FOR THE NRH20 GREEN EXTREME REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$318,000.

APPROVED

Director of Parks and Recreation Adrien Pekurney presented the item. Staff seeks City Council's authorization for the City Manager to execute a professional services contract with Aquatic Design Group, Inc. The NRH20 Green Extreme replacement project was approved in the Fiscal Year 2022-2023 Capital Improvement Project Budget. The scope of work for this project includes an extensive analysis of the existing Green Extreme structure to determine if any structural elements or mechanical equipment may be utilized with the new attraction. Staff will review the analysis findings with City Council to receive their input on the new water-coaster attraction.

A MOTION WAS MADE BY COUNCIL MEMBER WRIGHT OUJESKY, SECONDED BY ASSOCIATE MAYOR PRO TEM TURNAGE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH AQUATIC DESIGN GROUP, INC. FOR DESIGN DEVELOPMENT SERVICES AND CONSTRUCTION ADMINISTRATION FOR THE NRH20 GREEN EXTREME REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$318,000.

MOTION TO APPROVE CARRIED 7-0.

G. EXECUTIVE SESSION ITEMS - CITY COUNCIL MAY TAKE ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION LISTED ON WORK SESSION AGENDA

Mayor Trevino announced there was no action necessary as the result of Executive Session.

H. INFORMATION AND REPORTS

H.1 ANNOUNCEMENTS

Deputy Mayor Pro Tem Deupree made the following announcements.

The NRH Police and Fire Departments are partnering with the Community Enrichment Center to assist families in need this holiday season. You can help by donating new, unwrapped toys and nonperishable food items to the Public Safety lobby at City Hall or any NRH Fire Station. Donations will be accepted through Christmas.

City Hall and other non-emergency city offices will be closed for the holidays on December 26 and January 2. Since Christmas Day and New Year's Day are on Sunday this year, there will be no changes to the residential garbage and recycling schedules. Collections will be made on your regular days.

Kudos Korner - Brian Beaudette, Cole Belew, Joshua Hurlbert, Drew Weinberg and Colby White in the Fire Department - A resident recently emailed his appreciation for the crew from Station 1 that responded when he had a medical emergency and saved his life. They arrived in less than 5 minutes of the 9-1-1 call and had him in route to the hospital soon after. He said they were caring, comforting and confident, and he will always be grateful for their help. He added, "Please pass my sentiments on to the wonderful first responders of the NRH Fire Department, as well as the leaders and training personnel. They make us proud."

I. ADJOURNMENT

Mayor Trevino adjourned the meeting at 7:59 p.m.

Oscar Trevino, Mayor

Alicia Richardson
City Secretary/Chief Governance Officer

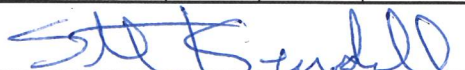
North Richland Hills



RFP 23-002

MISCELLANEOUS CONCRETE CONTRACTOR SERVICES
2:00PM TUESDAY OCTOBER 18, 2022

	DESCRIPTION	EST QTY	UNIT OF MEASURE	DOUBLE D CONTRACTING		HARD KOUNTRY CONCRETE		GARY SHIELDS INFRASTRUCTURE, LLC	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Remove and replace valley gutter, complete in place.	4,000	SF	\$ -	\$ -	\$ 12.30	\$ 49,200.00	\$ 17.00	\$ 68,000.00
2	Remove and replace reinforced 4' concrete sidewalk, complete in place.	2,500	SF	\$ 10.00	\$ 25,000.00	\$ 9.00	\$ 22,500.00	\$ 15.00	\$ 37,500.00
3	Remove and replace reinforced 5' concrete sidewalk, complete in place.	800	SF	\$ 10.50	\$ 8,400.00	\$ 10.00	\$ 8,000.00	\$ 13.00	\$ 10,400.00
4	Install handicap ramp, complete in place.	10	Each	\$ -	\$ -	\$ 1,890.00	\$ 18,900.00	\$ 2,500.00	\$ 25,000.00
5	Remove and replace concrete curb and gutter, complete in place.	8,100	LF	\$ -	\$ -	\$ 32.40	\$ 262,440.00	\$ 57.00	\$ 461,700.00
6	Remove and replace driveway flow line, complete in place.	8,000	SF	\$ -	\$ -	\$ 12.74	\$ 101,920.00	\$ 16.00	\$ 128,000.00
7	Remove and replace driveway approach, complete in place.	30,000	SF	\$ -	\$ -	\$ 11.44	\$ 343,200.00	\$ 15.00	\$ 450,000.00
8	Remove and replace curb inlet ear or return, complete in place	150	LF	\$ -	\$ -	\$ 11.44	\$ 1,716.00	\$ 45.00	\$ 6,750.00
9	Remove and Replace Concrete Pavement, complete in place- 5" thick	2,500	SF	\$ 12.50	\$ 31,250.00	\$ 11.77	\$ 29,425.00	\$ 12.00	\$ 30,000.00
10	Remove and replace concrete pavement, complete in place- 6" thick	50,000	SF	\$ 13.00	\$ 650,000.00	\$ 13.83	\$ 691,500.00	\$ 12.00	\$ 600,000.00
11	Remove and replace concrete pavement, complete in place- 7" thick	1,500	SF	\$ 13.50	\$ 20,250.00	\$ 10.25	\$ 15,375.00	\$ 15.00	\$ 22,500.00
12	Remove and replace concrete pavement, complete in place- 8" thick	5,000	SF	\$ -	\$ -	\$ 10.74	\$ 53,700.00	\$ 13.50	\$ 67,500.00
13	Remove and replace standard curb inlet, complete in place.	1	Each	\$ -	\$ -	\$ 2,661.00	\$ 2,661.00	\$ 8,000.00	\$ 8,000.00
14	Remove and replace standard curb inlet top, complete in place.	1	Each	\$ -	\$ -	\$ 1,620.00	\$ 1,620.00	\$ 5,000.00	\$ 5,000.00
15	Remove and replace variable width concrete flume, complete in place.	150	SF	\$ -	\$ -	\$ 10.90	\$ 1,635.00	\$ 16.00	\$ 2,400.00
16	Remove and replace channel head wall, complete in place.	100	Face FT	\$ -	\$ -	\$ 28.30	\$ 2,830.00	\$ 100.00	\$ 10,000.00
17	Furnish and install reinforced concrete retaining wall (8"- 18")	100	Face FT	\$ -	\$ -	\$ 28.30	\$ 2,830.00	\$ 100.00	\$ 10,000.00
18	Remove and replace reinforced concrete channel liner, complete in place.	200	SF	\$ -	\$ -	\$ 11.24	\$ 2,248.00	\$ 13.00	\$ 2,600.00
19	Minimum fee per work	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 1,625.00	\$ 1,625.00	\$ 1,000.00	\$ 1,000.00
	BID TOTAL				\$ 737,400.00		\$ 1,613,325.00		\$ 1,946,350.00


Purchasing Manager


Bid Witness

"Bid Tabulation Statement"

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The city will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of North Richland Hills guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to law, all bids received will be available for inspection at that time.



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

23-002

**MISCELLANEOUS CONCRETE
CONTRACTOR SERVICE**

**BIDS DUE TUESDAY, OCTOBER 18, 2022
BY 2:00 P.M.**

Contents

INVITATION TO BID	3
GENERAL CONDITIONS	4
MINIMUM INSURANCE REQUIREMENTS	11
NON-COLLUSION AFFIDAVIT OF BIDDER.....	22
BID CERTIFICATION.....	23
COMPLIANCE WITH HOUSE BILL 1295.....	24
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY	25
CONFLICT OF INTEREST QUESTIONNAIRE.....	26
CONTRACT CHANGES GRID	29
CONFIDENTIALITY OF PROPRIETARY INFORMATION.....	30
BIDDER'S DECLARATION	31
SCOPE OF WORK.....	51
BID FORM.....	56
BIDDER'S STATEMENT OF QUALIFICATIONS	59
DRAWINGS.....	61

INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 23-002
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: MISCELLANEOUS CONCRETE CONTRACTOR SERVICES
- Bid Due Date: Tuesday, October 18, 2022
- Bid Due Time: 2:00 P.M. Central Standard Time
- Deadline for questions:
 - Date: Wednesday, October 12, 2022
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

OR

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills
Purchasing, Attn: 23-002 MISCELLANEOUS CONCRETE CONTRACTOR SERVICES
4301 City Point Drive
North Richland Hills, TX 76180

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to the last page of the bid – pages in order.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Tuesday, October 18, 2022**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☒ I agree
☐ I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORS who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORS who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORS who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORS who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of TEXAS County of PARKER

DANNY WYNIAS Sr verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
DFW DOUBLE D CONTRACTING LLC has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances
in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any
way colluded, conspired or agreed, directly or indirectly with any other bidder,
firm or person to submit a collusive or sham bid in connection with attached bid
and the price or prices quoted herein are fair and proper.

Danny Wynias Sr
SIGNATURE
DANNY WYNIAS Sr
PRINTED NAME

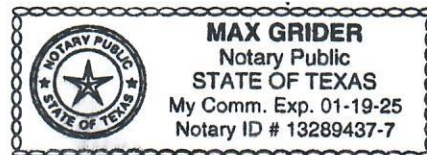
Subscribed and sworn to before me this

21st Day of September 2022.

Max Grider
NOTARY PUBLIC in and for

Parker County, Texas.

My commission expires: 1-19-2025



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY:

DFW DOUBLE D CONTRACTING LLC

ADDRESS:

PO BOX 24281

CITY, STATE & ZIP:

FORT WORTH TX 76087

TELEPHONE:

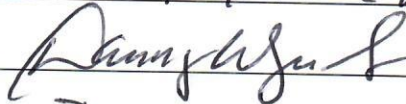
817-688-6160

FAX

EMAIL:

DANNY.WYWIAS@HOTMAIL.COM

SIGNATURE:



PRINTED NAME:

DANNY WYWIAS SR

DATE:

10/13/2022

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ Fax No. _____

Email address: _____

INDICATE ALL THAT APPLY:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

M/A

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: ____ Accepted ____ Not Accepted ____ Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFP, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

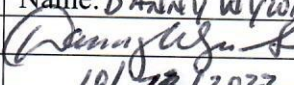
BIDDER'S DECLARATION

We, the undersigned have carefully examined RFB # 22-028 and all addenda and herewith forming part of this Bid submission and have carefully examined the work sites and all requirements of this RFB. We, the undersigned understand and accept the said RFB, and, for the prices set forth in our Bid, hereby offer to perform all work with our own labor, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFB;

And have submitted our Bid at rates that include all labor, materials, overhead and profit to comply with the RFB requirements and specifications and further agree that We, shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation in accordance with this RFB and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFB or in the work proposed to be taken and that our Bid submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a Bid for the same work and is all respects fair and without collusion or fraud;

And if our Bid submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFB in all respects. We further acknowledge that we have received Addendum/ Addenda No. 1 to 1 inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted. We further agree to complete all of the work and services as specified in this RFB at the prices stated to the satisfaction of the City of North Richland Hills.

We further agree that our Bid submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 90 (ninety) calendar days of closing date, the City may accept our Bid for the prices stated on the Bid Form of this RFB, which is within the maximum budget provided.

Company Name	DFW DOUBLE D CONTRACTING LLC
Address: Street & Number	PO BOX 24281 FT WORTH TX 76124
Address: City, Province, Postal Code	
Telephone Numbers:	817-688-6160
Email Address:	DANNY.WYWIAS@HOTMAIL
Name of Signing Officer/Title	Name: DANNY WYWIAS Title: REA.
Signature of Signing Officer	
Date Signed	10/13/2022

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Project Manager within ten (10) days after the Project Manager has given any directions, order or instruction to which the Contractor desires to take exception. The Project Manager shall reply within ten (10) days to such written exceptions by the Contractor and render his final decision in writing.

ABANDONMENT BY CONTRACTOR

If the Contractor shall fail to commence work within ten (10) calendar days after written notice to commence is served on Contractor or if the Contractor stops work or fails to pursue work in a timely fashion and fails to resume and pursue work in a timely fashion within ten (10) calendar days of a written notice of work stoppage or failure to pursue work in a timely fashion, or if the Contractor fails to comply with orders consistent with the contract documents, the Owner may declare the contract abandoned and direct the surety on the performance bond with a written notice to complete the work. A copy of the notice to the surety shall be served on the Contractor.

After receiving the notice of abandonment, the Contractor shall not remove any materials or supplies from the job site.

After the contract is declared abandoned, the Owner shall be entitled to pursue any legal remedy and to seek damages for breach of contract from the Contractor and, to the extent that it fails to honor its obligations under the performance bond, from the surety on the bond.

PROJECT GUIDELINES FOR SEALED COMPETITIVE BIDS

REQUEST FOR SEALED COMPETITIVE BIDS (SCB) FOR MISCELLANEOUS CONCRETE CONTRACTOR SERVICES RFB# 23-002

The City of North Richland Hills (City) is requesting Sealed Competitive Bids for MISCELLANEOUS CONCRETE CONTRACTOR SERVICES for various city projects by several different departments as outlined in this request based on the best value to the City of North Richland Hills. The City reserves the right to award one contract for some or all the requirements proposed, or award multiple contracts for various portions of the requirements to different Contractors based on the unit prices proposed in response to this request, or to reject any and all Proposers and re-solicit for Bids, as deemed to be in the best interest of the City.

SCOPE OF PROJECT

This project will allow the City to enter into multiple contracts with multiple Contractors for a twelve-month period with the option for four one-year renewals at the City's discretion. The successful proposers will provide MISCELLANEOUS CONCRETE CONTRACTOR SERVICES during regular business and non-business hours during the term of the contracts. General contracting services may include, but are not limited to, concrete pavement removal

and reconstruction, drainage structure removal and reconstruction, or other MISCELLANEOUS CONCRETE CONTRACTOR SERVICES as needed.

PROJECT PROCUREMENT METHOD

The procurement method, "Sealed Competitive Bid", is a method by which the City requests Bids, ranks the submittals, negotiates as prescribed, and then enters into a contract with two general contractors to provide MISCELLANEOUS CONCRETE CONTRACTOR SERVICES. The City shall select the contractors who submit the Bids that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned) and the contractors' subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the selected contractors. The City may discuss with the contractors options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected contractor(s), the City shall, formally and in writing, end negotiations with that contractor and proceed to the next contractor in the order of the ranking until a contract agreement is reached or all Bids are rejected. The City reserves the right to award one contract for some or all of the requirements or multiple contracts to different Contractors.

EVALUATION CRITERIA	Min Pts	Max Pts
Bids will be evaluated by a selection committee based on the following criteria		
Unit cost of work as described in bid items 1-20	0	20
Contractor's comparable project experience	0	16
Quality of references for similar projects	0	14
Proposers financial stability	0	12
Proposers percentage of self-performing tasks	0	10
Team structure, work approach and delivery schedule	0	8

Following the review and evaluation of all CSP submittals, a Selection Meeting will be held to select contractors. The selection committee will present their ranking based on the published criteria above, selection and justification at the selection meeting. The selection meeting will result in the selection of two Bids or an appropriate short list of Bids. An interview may also be requested to aid in the selection of the contractors. However, interviews may not be necessary. The City shall select the contractors who submit the Bids that offers the best value for the City. Unsuccessful contractors will be notified in writing as soon as possible.

COMPLIANCE

The Awarded contractors and any subcontractors doing work for these contracts will be required to contact a Public Works representative to obtain work orders. The contractor will be responsible for scheduling all inspections required by Public Works. All laborers and mechanics

employed by the contractor and its subcontractors in performance of this construction work shall be paid wages at rates as may be required by law.

BID FORM EVALUATION CRITERIA RESPONSE:

Unit cost of work as described in bid items 1-20	(This will be shown on the bid form, and allows for the maximum number of points in Bid evaluation)
Contractor's comparable project experience	The City is interested in the Contractor's history and successful completion of similar projects.
Quality of reference for similar projects	Quality of reference refers to accuracy of facts about reference, name of project, Project Manager's title.
Proposer's financial stability	The City is interested in the Proposer's legal entity and ownership, financial viability, stability and business.
Proposer's percentage of self-performing task	This represents the percentage of work by the proposer's firm. This does not include subcontractors.
Team structure, work approach and delivery schedule	The City is interested in contractor's management, reporting, and administrative structures and methods.
Is the proposer on debarment or suspension list?	Yes or No (please circle the correct response)

Please provide information on the pages below.

CONTRACTOR'S COMPARABLE PROJECT EXPERIENCE

These are projects that the evaluation committee may choose to tour if time allows. This is work that your firm is particularly proud of and substantiate the type of work completed is similar in scope and nature to MISCELLANEOUS CONCRETE CONTRACTOR SERVICES. (Municipal work is preferred) Contractors may include photographs to better explain the project. In doing so, please ensure that photographs are identified to the referenced project. (Please do not submit more than three projects)

Project 1 ((Photographs may be included on additional page you can attach))

Project Name: *RICH FIELD PARK*
7250 CHAPMAN RD

Project Location and project value: *50,000.00*

Additional Information that you would like to share:

Project 2 ((Photographs may be included on additional page you can attach))

Project Name: *GREEN VALLEY PARK*
7701 SMITH FIELD RD

Project Location and project value: *28,500.00*

Additional Information that you would like to share:

Project 3 ((Photographs may be included on additional page you can attach))

Project Name: *COTTON BELT TRAIL*
25000.00

Project Location and project value:

Additional Information that you would like to share:

*THE MINIMUM CHARGE APPLY TO
TRUCK LOADS.
DOUBLE D WILL NOT CHARGE 2500.00 ON SMALL
PROJECTS.*

QUALITY OF REFERENCES FOR SIMILAR PROJECTS:

Provide your best references that we can contact to provide detailed information about working with your firm. Projects should be similar in scope of this RFB.

Reference #1	
NRH	NRH PARKS
Client:	Location:
TRAINED ARWINE Client Project Manager:	817-507-9133 Client Project Managers Phone No. and email address:
Year Completion:	Approximate Value:
Provide any additional relevant information to describe project:	

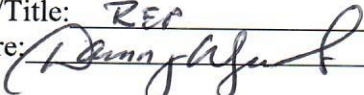
Reference #2	
NRH	FACILITIES
Client:	Location:
CHRIS ARARATE Client Project Manager:	817-879-5810 Client Project Managers Phone No. and email address:
Year Completion:	Approximate Value:
Provide any additional relevant information to describe project:	

Reference #3	
Client:	Location:
Client Project Manager:	Client Project Managers Phone No. and email address:
Year Completion:	Approximate Value:
Provide any additional relevant information to describe project:	

PROPOSERS FINANCIAL STABILITY

- Please provide a letter from Proposer's Surety stating Proposer's ability to acquire bonding in the full amount of the proposed contract amount.
- Please provide an audited financial statement from 2021.

TEAM STRUCTURE, WORK APPROACH AND DELIVERY SCHEDULE:

Company Name: DFW DOUBLE D CONTRACTING LLC
Address: PO BOX 24281 FORT WORTH TX 76124
Telephone/Email: 817-688-6160 DANNY WYWIAS@hotmail.com
Years in Business: 25
Contact/Title: REP
Signature: 

Name of Proposed Project Manager for this CSP: DENNIS WYWIAS JR
Education: HIGH SCHOOL
Primary Responsibilities: OVER SEE PROJECTS
Number of years with contractor's firm: 25
Project Manager's experience if different from General Construction Contracting:

Project Name: _____
Description: _____

Name of Project Superintendent for this CSP: _____
Education: _____
Primary Responsibilities: _____
Number of years with contractor's firm: _____
Project Manager's experience if different from General Construction Contracting:

Project Name: _____
Description: _____

**CONSTRUCTION AGREEMENT
FOR MISCELLANEOUS CONCRETE
CITY OF NORTH RICHLAND HILLS AND
Company Name**

THIS CONSTRUCTION AGREEMENT ("Contract") is made and entered by and between
Company Name (hereinafter referred to as "Contractor"), and
the CITY OF NORTH RICHLAND HILLS, TEXAS, a municipal corporation (hereinafter referred to as "City" or "Owner"), to be effective upon the date executed by the City.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. This signed Construction Agreement;
2. Any and all Addendum(s);
3. "Notice to Bidders" advertisement;
4. The Contractor's Bid Bid
5. Special Instruction to Bidders;
6. General Conditions of Bid #23-002;
7. Special Conditions of Bid #23-002;
8. The Specifications of Bid #23-002;
9. The Plans/Drawings of Bid #23-002;
10. Payment Bond;
11. Performance Bond; and
12. Insurance Certificate(s)

These contract documents form the construction agreement and are a part of this construction agreement as if fully set forth herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

II. THE WORKS

Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with the maintenance of Street Light Repairs

("work"), through Bid #23-002 in accordance with a Scope of Work in the form of
Specifications

for each service provided under this Contract. Each Scope of Work shall be incorporated

herein and governed by the terms and conditions of this contract.

III. TIME OF COMMENCEMENT; COMPLETION

Contractor shall commence work within ten (10) calendar days after receiving from City a Notice to Proceed for a work order. The Term of this Contract shall be for 12 months. The City

shall have the option to renew this Contract for four (4) additional 12 month periods in accordance with Section 39 of the Special Conditions. The Date of Completion for the work shall be set forth in the Scope of Work for each service provided under this Contract.

IV. CONTRACT PRICE

The City shall pay the Contractor in currently available funds for the performance of the work,

subject to additions and deductions by change orders as provided in the contract documents, a total amount not to exceed **ZERO THOUSAND ZERO HUNDRED**

ZERO AND 00/100 DOLLARS (\$000,000) ("Contract Price"). Payment

will be due upon completion of work and acceptance of the work by the City. Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for the specific Scope of Work for contracts less than four hundred thousand dollars (\$ 400,000.00) in

total Contract Price. Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for the specific Scope of Work for contracts equal to or greater than four hundred thousand dollars (\$ 400,000.00) in total Contract Price. Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

V. CHOICE OF LAW; VENUE

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No

additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the parties shall be entitled to reasonable attorney's fees that are necessary, equitable and just, in accordance with applicable law, and as awarded by a court of competent jurisdiction.

VI. INSURANCE

The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the

minimum amounts as specified in the general conditions and specifications of Bid #23-002, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

All required insurance certificates must be submitted prior to commencement of work.

VII. TERMINATION

A) Either party may terminate this Contract at any time for cause or convenience by providing ninety (90) days' written notice to the other party. Upon the receipt of such notice, Contractor shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for all supplies, assistance, facilities and materials in connection with the performance of this Contract and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Contract. Contractor shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

B) Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

VIII. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed or prevented by reason of war; civil commotion; acts of God; inclement weather; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party. Such party's performance shall be excused for the length of time the force majeure event lasts, provided that party makes a reasonable attempt to resume performance upon conclusion of the force majeure event, unless such performance has become legally impossible, in which case that party may terminate the Contract.

IX. CONFIDENTIAL INFORMATION

Contractor understands and acknowledges that Contractor will be provided with Owner information that may be confidential by law, rule, statute, ordinance or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of or access to, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims or damages caused by Contractor's breach of this confidentiality provision.

X. RIGHT TO AUDIT

During the term of this Contract, and at any time within three (3) years following the expiration of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by law.

XI. NOTICES

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

If to City:
City of North Richland Hills
Attn: Mark Hindman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76102
Email: mhindman@nrhtx.com
Phone: (817) 427-6004
With copy to the City Attorney at the same address.

If to Contractor:
Company Name.
Attn:

Email:
Phone:

XII. DISPUTE RESOLUTION

Except in the event of termination pursuant to Section VII(B) of this Contract, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Contract, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within thirty (30) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or injunction where such relief is necessary to protect its interests.

XIII. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This construction agreement, including the contract documents listed in Paragraph I represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This construction agreement

may be amended only by written instrument signed by both City and Contractor.

XIV. EFFECTIVE DATE

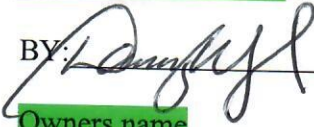
This construction agreement, shall be effective upon the date of execution by the City of North Richland Hills City Manager.

IN WITNESS WHEREOF, the parties have executed this construction agreement upon the year and date indicated beneath their signatures hereto.

CITY OF NORTH RICHLAND HILLS

COMPANY NAME: DFW DOUBLE D CONTRACTING LLC

BY: _____

BY: 

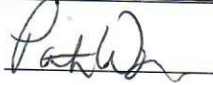
Mark Hindman, City Manager

Owners name

DATE: _____

DATE: 10-17-22

ATTEST:

ATTEST: 

TITLE: _____

Alicia Richardson,
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

NRH Council Action Y/N

Date Approved _____

Agenda No. _____

Ord /Res No. _____

Maleshia B. McGinnis, City Attorney

It is the Contractors responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm the locations and to determine whether any additional facilities may be present. Contractor shall preserve and protect all underground facilities.

<u>UNDERGROUND FACILITY OWNER</u>	<u>TELEPHONE NUMBER</u>
ATMOS	811
ONCOR	811
AT&T	811
City of North Richland Hills	817.427.6440
Water/Sewer/Traffic/Storm Sewer	
Charter Cable	811

Contractor shall be responsible for supplying and placing all necessary barricades to conform to the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall provide one person with the authority to make decisions to be in charge of the project at all times. The person shall be at the work site at all times to coordinate all phases of the work

The Contractor may obtain water, at his cost, from any City fire hydrant by placing a deposit with the North Richland Hills Public Works Department for a fire hydrant meter. An approved fire hydrant wrench must be used to turn water on. Water shall not be obtained from a residential faucet.

PRIMARY CONTRACTOR

A work order will be issued by the Public Works Department for repairs. The primary contractor will have 10 working days to complete the work order. The 10 day completion period for the work order may be extended by the Public Works Department due to adverse weather conditions or due to the scope of the work. The Public Works Department will approve any extensions to the 10 day completion period. This extension must be requested in writing by the contractor before the 10 day completion date.

If the work order is considered a major rehabilitation project, the Public Works Superintendent will provide a completion date.

The primary contractor may refuse the work order due to existing work load or other circumstances and therefore the Public Works Department shall use the secondary contractor.

If a secondary contractor is awarded, then the secondary contractor shall be required to honor the primary contractor's pricing.

SECONDARY CONTRACTOR

A secondary contractor will be used when the primary contractor cannot accomplish the requested work order within 10 consecutive days or when the primary contractor has refused the work order due to workload. The 10 days shall start once the work order is issued to the contractor by the Public Works Department.

The Public Works Department will notify the contractor's representative that a work order or a project is ready to start. The work order will be issued to the contractor's representative and the ten day completion period will start. If after notification of the work order has been given to the primary or secondary contractor and the contractor fails to acknowledge the issuance of the work order within 24 hours during the Monday- Friday work week, the Public Works Department shall notify the contractor by written notification that the contractor is not meeting the contract agreement.

The 10-day completion period for the work order may be extended by the Public Works Department due to adverse weather conditions or due to the scope of work. The Public Works Superintendent will approve any extensions to the 10 day completion period. This extension must be requested in writing by the contractor before the 10 day completion date.

The contractor (primary or secondary) shall notify the Public Works Department daily as to which work orders or projects they are working on. If the contractor is not working in the City, the contractor shall notify the Public Works Department on work orders issued to the contractor (primary or secondary) that are expected to exceed the 10 day completion period due to the scope of the project. The following Means/Productivity for Concrete Contractors will be used to determine the number of days assigned for completion of the project:

Means/Productivity for Concrete Contractors

Sidewalk	100 Linear Feet (4 Ft Wide)	1 Day
Driveway (Single)	2 Each	1 Day
Driveway (Double)	1 Each	1 Day
Handicap Ramp	2 Each	1 Day
Curb/Gutter	100 Linear Feet	1 Day
Concrete Pavement	2,500 Square Feet	1 Day
Valley Pan (Half)	1 Each	2 Days
Valley Pan (Whole)	1 Each	1 Day
Backfill/Wreck Forms	1 Each	1 Day
Storm Drain Inlet	1 Each	1 Day
Headwall	100 Face Feet	1 Day

All construction work shall be inspected by the Public Works Department. No Portland concrete shall be placed until an inspection is done by the Public Works Department. If the contractor fails to have the work inspected before the concrete is in place, the contractor shall remove the concrete at the contractor's expense.

All construction work shall be in accordance with the City of North Richland Hills Public Works Design Manual and the Standard Specifications for Public Works Construction for the North Central Texas (North Central Texas Council of Governments) Design Manual. The contractor shall meet all specifications as outlined by these two manuals.

The contractor shall notify a one call utility notification center and the City of North Richland Hills Utility Department to locate all utility lines and facilities prior to the start of construction. Confirmation numbers shall be noted on the work order.

PAY ITEM SPECIFICATIONS

Construction shall be in accordance with the plans, contract documents and the provisions found in the most current City of North Richland Hills Specifications for the Construction of Streets and Specifications for the Design and Construction of Curb & Gutters, Driveways, Sidewalks and Valley Gutters, which are hereby made a binding part of the contract documents.

WORK

The Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, traffic control devices, superintendence, labor, services, insurance, and all water, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. All materials shall be new and workmanship shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contractor agrees that the City of North Richland Hills Public Works Department has the right to make all final determinations as to whether the work has been satisfactorily completed and meets all specifications.

SITE OBSERVATION

Public Works shall make periodic visits to the site to familiarize them self with the progress of the executed work and to determine if such work meets the requirements of the specifications and contract documents.

Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Public Works, whether called to the Contractor's attention or not. Shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said plans and specifications.

DURATION OF AGREEMENT AND PRICE ADJUSTMENTS

The successful bidder will be awarded a twelve (12) month agreement effective the date of award. Prices are to remain firm for the twelve (12) month agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve month (12) month periods at a price proposed by the contractor. The Contractor shall submit the renewal Bid with price changes and justification to the Purchasing Department at least sixty (60) days before the expiration of the current agreement. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 5%, whichever is smaller. Renewal shall be at the sole discretion of the City of North Richland Hills departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Manager and must be corrected within 10 days from date of notification. After three non-conformance complaints the contract may be subject to cancellation.

The quantities listed are estimated quantities using the best information available. The City reserves the right to choose the items that will be purchased and to purchase more than or less than the quantities listed.

PAYMENTS FOR WORK

Public Works shall review Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and approve, in writing, payment to Contractor.

Curb and gutter or any other type of concrete repair that is constructed by the Contractor, which pond water more than 1/4-inch in depth shall be removed and replaced at the sole expense of the Contractor, including all labor and materials. At locations where grade (fall) is critical, the Contractor will be allowed (and encouraged) to test the flow of gutter lines with a small amount of water prior to the concrete attaining a final set. Grinding to eliminate ponding will be allowed on a very limited basis. Contractor will not be allowed to use grout or other concrete patch matching material to correct grade breaks or to refinish exposed concrete aggregate.

Forms shall remain in place a minimum of two days after placing of concrete, however in some instances (such as on inlet tops), forms may be required to remain a minimum of seven days. Once forms are removed, the area surrounding or abutting the new concrete shall be backfilled.

The Contractor will be responsible for all labor, materials and equipment required to protect the construction area with barricades and signs.

All pavement, curb and gutter, driveway, valley gutter, handicap ramps, curb inlets, head walls, and sidewalk saw-cuts shall be included in the unit price bid for related items.

The Contractor shall be responsible for all costs to construct pay items and must furnish their own dump site for waste material removed.

Contractor shall submit to the Public Works an elevation profile for each specific repair location if requested from Public Works.

The City of North Richland Hills Street Division will furnish asphalt street repairs.

EXTENSION OF TIME

Contractor shall give the Project Manager immediate notice in writing of any delay in completion of project. If the Owner decides an extension of time is justified, the Project Manager shall issue a written extension of time for completing the work. Extension shall be sufficient to compensate for the delay.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

The Contractor agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of One Hundred Ninety-Three Dollars and 80 cents (\$193.80) (daily liquidated damages rate) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete. Both parties have had the opportunity to assess the basis upon which the daily liquidated damages rate is based, and such rate is agreed upon as the proper measure of liquidated damages that represents a reasonable and fair estimate of damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense as a penalty. The written acceptance of this calculation, which is separately agreed to by the parties, shall be incorporated into this contract.

PRICE OF WORK

The Owner agrees to pay the Contractor for furnishing of all necessary labor, equipment and material, and the satisfactory completion of all work, the prices set forth in the Bid hereto attached, which has been made a part of this contract. All materials embraced in the completion of this Contract must be in full conformity with the specifications and stipulations herein contained.

USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, and use shall not be deemed an acceptance of any work not completed in accordance

SCOPE OF WORK

The unit price bid for each item, 1 through 19, shall be full compensations for all labor, equipment, tools, materials, excavation, saw-cuts, curing compound and incidentals necessary to complete the work. All work for each item must be in accordance with these Plans, Specifications and the City of North Richland Hills Ordinances and Design Manual and the Standard Specifications for Public works Construction for North Central Texas.

ITEM 1: REMOVE AND REPLACE VALLEY GUTTER – 4,000 sq. ft. at various Locations.

Saw-cut and remove existing valley gutter and construct new Class A (3,000 psi-28 day) concrete valley gutter. Includes pavement saw cuts.

The payment for curbs on valley gutters to be included in the unit price bid for valley gutters.

ITEM 2: REMOVE AND REPLACE REINFORCED 4' CONCRETE SIDEWALK - 2,500 sq. ft. at various locations

Saw-cut and remove existing sidewalk and construct new Class A (3,000 psi 28 day) 4" thick concrete sidewalk. Light broom finish will be required.

Sidewalks must comply with all requirements of Texas Accessibility Standards.

ITEM 3: REMOVE AND REPLACE REINFORCED 5' CONCRETE SIDEWALK – 800 sq. ft. at various locations

Saw-cut and remove existing sidewalk and construct new Class A (3000 psi-28 day) 4" thick concrete sidewalk. Light broom finish will be required.

Sidewalks must comply with all requirements of Texas Accessibility Standards. See Figure 11P-3

ITEM 4: CONSTRUCT HANDICAP RAMP – 10 each at various locations

Saw-Cut and remove existing curb & gutter and sidewalk as required and construct new Class A (3,000 psi-28 day) concrete handicap ramp. Includes pavement saw cuts. Light broom finish will be required. Curb ramps must comply with all requirements of Texas Accessibility Standards.

ITEM 5: REMOVE AND REPLACE CONCRETE CURB AND GUTTER - 8,100 linear feet at various locations

Saw-cut and remove existing curb & gutter and construct new Class A (3,000 psi-28 day) concrete curb & gutter. Includes pavement saw cuts.

Light broom finish will be required.

ITEM 6: REMOVE AND REPLACE DRIVEWAY FLOW LINE – 8,000 sq. ft. at various locations

Saw-cut and remove existing driveway flow line and construct new Class A (3,000 psi-28 day) concrete driveway flow line. Includes pavement saw cuts.

ITEM 7: REMOVE AND REPLACE DRIVEWAY APPROACH – 30,000 sq. ft. at various locations

Saw-cut and remove existing driveway approach and construct new Class A (3,000 psi-28 day) concrete driveway approach. Includes pavement saw cuts.

Limit of driveway approach is from the street asphalt concrete pavement to the property line. Light broom finish will be required. See figure DW-M

- ITEM 8: REMOVE AND REPLACE INLET EAR - 150 linear feet at various locations**
Saw-cut and remove existing inlet ear (the curb leading into the box) and construct new Class A (3,000 psi-28 day) concrete inlet ear. Includes pavement saw cuts.
- ITEM 9: REMOVE AND REPLACE CONCRETE PAVEMENT 5" INCH THICK - 2500 square feet at various locations**
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.
- ITEM 10: REMOVE AND REPLACE CONCRETE PAVEMENT 6" INCH THICK - 50,000 square feet at various locations**
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.
- ITEM 11: REMOVE AND REPLACE CONCRETE PAVEMENT 7" INCH THICK - 1,500 square feet at various locations**
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.
- ITEM 12: REMOVE AND REPLACE CONCRETE PAVEMENT 8" INCH THICK - 5,000 square feet at various locations**
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.
- ITEM 13: REMOVE AND REPLACE STANDARD TEN FEET CURB INLET - 1 each, 4 feet deep at various locations**
Saw-cut and remove existing curb inlet and construct new Class A (3,000 psi-28 day) concrete curb inlet. Includes pavement saw cuts. Broom finish required.
- ITEM 14: REMOVE AND REPLACE STANDARD TEN FEET CURB INLET TOP - 1 each at various locations**
Saw-cut and remove existing curb inlet and construct new Class A (3,000 psi-28 day) concrete curb inlet top. Includes pavement saw cuts. Broom finish required.
- ITEM 15: REMOVE AND REPLACE VARIABLE WIDTH CONCRETE FLUME- 150 sq. ft. as needed**
Saw-cut and remove existing concrete flume of variable widths and construct new Class A (3000 psi-28 day) concrete flume. Side slopes and existing grade will determine curb height on each side. **150 sq. ft. as needed** see Figure 5D
- ITEM 16: REMOVE AND REPLACE CHANNEL HEAD WALL - 100 face feet at various locations**
Saw-cut and remove existing channel head wall and construct new Class A (3,000 psi-28 day) concrete channel head wall. Includes pavement saw cuts. Broom finish required.

**ITEM 17: FURNISH & INSTALL REINFORCED CONCRETE RETAINING WALL
(8" – 18")- 100 face feet at various locations**

Retaining walls shall be constructed as shown on the plans and in NRH Detail 2012-11P4. Payment shall be by the linear foot of retaining wall. The integral sidewalk or driveway shall be paid for under those respective bid items.

Reinforced concrete shall be constructed with 3,000 psi Class "A" Portland Cement Concrete. CONTRACTOR shall provide a sample of proposed painting technique to be used on the wall, which shall match the color scheme established on the existing Rufe Snow bridge over IH 820. Paint scheme / technique shall be approved by City representative prior to application.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per linear foot of retaining wall as measured along the face of wall, including excavation, concrete, reinforcing steel, filter fabric, drainage pipe or weep holes, form liner, and painting complete in place.

**ITEM 18: REMOVE AND REPLACE REINFORCED CONCRETE CHANNEL
LINER- 200 sq. ft. as needed**

Saw-cut and remove existing reinforced concrete channel liner and construct new Class A (3000 psi-28 Day) reinforced concrete channel liner. Includes pavement saw cuts. See Figure 3D.

ITEM 19: MINIMUM FEE PER WORK ORDER

Minimum mobilization and remove/replacement fee per work order.

.NON-PAY ITEMS SPECIFICATIONS

1. The contractor is responsible for all property restoration (yards, street right-of-ways). This includes backfilling, top-soil, grass, mail boxes, irrigation systems, sprinkler heads, sign posts, signs or any other structures located on property or in the street right-of-way.

All irrigation damages, repairs or relocations shall be done by a licensed irrigation company or person. Backfill material and top-soil shall be approved by the Public Works Department. The contractor is responsible for readjustment of sprinkler heads, mailboxes, or any landscaping to match new grades at the repair site.

The yard or street right-of-ways shall be restored to the original condition or better using sod of the same type grass that was removed from that area. All spoil dirt shall be removed from the surrounding area. The new sod shall be laid edge to edge to give full coverage unless property owner request gaps be left between the sod pads. Cut-in edges of pads to match existing ground elevations. The new sod pads shall be laid brick layer staggered fashion to prevent erosion.

If yard restoration occurs during the non-growing months of November to March, a winter grass such as rye shall be planted to hold the soil. The Contractor shall complete

the yard restoration by planting the new sod in the month of April. Working day charges will be stopped when the project is substantially complete, but two percent (2%) of the contract price will be retained until new sodding and yard restoration is complete. If sodding and yard restoration is not completed by April 15, working day charges will be resumed on April 16, and will continue until yard restoration is complete.

If yard is equipped with an irrigation system, caution should be taken to preserve the system. If a portion of the irrigation system is damaged, it will be the responsibility of the Contractor, as part of the yard restoration, to repair or replace all broken parts and have the owner test the repaired system. No direct payment shall be made for the yard restoration. Payment shall be included in the unit price bid for related items.

2. Impervious membrane curing compound shall be applied uniformly to the concrete promptly after the surface water sheen has disappeared. The membrane shall be in one application at a rate of not less than that recommended by the manufacturer. The concrete surface to which membrane curing compound has applied shall be protected from abrasions or damage, which results in perforation of the membrane film during the first seventy-two (72) hours after application.

No direct payment shall be made for furnishing and applying curing compound. Payment shall be included in the price bid for related items.

3. **Contractor shall be responsible for supplying and replacing the barricades and shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).**

No direct payment shall be made for the supplying and replacing of barricades. Payment shall be included in the unit price bid for related items.

4. The Contractor shall repaint curb addresses on the new curb returns, if the addresses were painted on the old driveway curb returns. Paint color and/or size shall match original. No direct payment shall be made for painting curb addresses.
5. The contractor shall submit to the Public Works Department an elevation profile for each specific repair location. The elevation profile shall be submitted on standard approved plan sheets and shall reflect the existing grades and the new proposed grades. All elevation points shall be a maximum of 5 feet apart longitudinal and transverse. A bench-mark shall be established at all locations of repairs. Approval of the elevation profile shall be made prior to the start of repairs. The contractor shall submit to the Public Works Superintendent, an elevation profile for yard restoration or landscaping. The profile may also include any other associated areas in order to make the correct repair.
6. All concrete and asphalt adjacent to the repair site will be saw cut as marked by the Public Works Department. Asphalt will be saw cut to create a repair so that once the asphalt is excavated and replaced a match will be made to the new grade of the repair. All pavements will be saw cut to a minimum of 4 inches in depth. The greater the change in grade of the repair, the more saw cutting of the pavement will be required. Some repair areas will require the contractor to saw cut the pavement area beyond the actual repair point. This saw cutting will allow the Public Works Department to remove the pavement area and replace to match the new grade of the actual concrete repair point.
7. It is the contractor's responsibility to minimize sediment travel onto adjacent property or streets. Erosion control must be in place as shown on the plans or as directed by the Street Supervisor. The erosion control is to be maintained until sod has been established.
8. The contractor shall remove all excess spoils from the road. There will be no overnight stock piling of materials either new or spoiled within the Public Rights of Way without prior approval.
9. **The contractor shall seal all the sawed edges and joints with elastomeric material to prevent moisture from entering under the new concrete.**

BID FORM**BID # 23-002**

The general intent of this contract is to provide concrete repairs and replacement as required for the Street Division of the City of North Richland Hills. If these terms are not agreeable to Contractor, please provide explanation in the space provided on the bid form.

Public Works shall have the responsibility of the supervision of the construction. All lines, grades, sub-grade and reinforcing steel placement must be checked by the Public Works.

ITEM #	EST. QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	4,000 SF	Remove and replace valley gutter, complete in place.	\$ <u> / </u>	\$ <u> </u>
2.	2,500 SF	Remove and replace reinforced 4' concrete sidewalk, complete in place.	\$ <u>10.00</u>	\$ <u>25,000.00</u>
3.	800 SF	Remove and replace reinforced 5' concrete sidewalk, complete in place.	\$ <u>10.50</u>	\$ <u>8,400.00</u>
4.	10 Each	Install handicap ramp, complete in place.	\$ <u> / </u>	\$ <u> </u>
5.	8,100 LF	Remove and replace concrete curb and gutter, complete in place.	\$ <u> / </u>	\$ <u> </u>
6.	8,000 SF	Remove and replace driveway flow line, complete in place.	\$ <u> / </u>	\$ <u> </u>
7.	30,000 SF	Remove and replace driveway approach, complete in place.	\$ <u> / </u>	\$ <u> </u>
8.	150 LF	Remove and replace curb inlet ear or return, complete in place	\$ <u> / </u>	\$ <u> </u>
9.	2,500 SF	Remove and Replace Concrete Pavement, complete in place- 5" thick	\$ <u>12.50</u>	\$ <u>31,250.00</u>
10.	50,000 SF	Remove and replace concrete pavement, complete in place- 6" thick	\$ <u>13.00</u>	\$ <u>650,000.00</u>
11.	1,500 SF	Remove and replace concrete pavement, complete in place- 7" thick	\$ <u>13.50</u>	\$ <u>20,250.00</u>

BID FORM CONTINUED
BID # 23-002

ITEM #	EST. QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12.	5,000 SF	Remove and replace concrete pavement, complete in place- 8" thick	\$ <u> / </u>	\$ <u> </u>
13.	1 Each	Remove and replace standard curb inlet, complete in place.	\$ <u> / </u>	\$ <u> </u>
14.	1 Each	Remove and replace standard curb inlet top, complete in place.	\$ <u> / </u>	\$ <u> </u>
15.	150 SF	Remove and replace variable width concrete flume, complete in place.	\$ <u> / </u>	\$ <u> </u>
16.	100 Face FT	Remove and replace channel head wall, complete in place.	\$ <u> / </u>	\$ <u> </u>
17.	100 Face FT	Furnish and install reinforced concrete retaining wall (8"- 18")	\$ <u> / </u>	\$ <u> </u>
18.	200 SF	Remove and replace reinforced concrete channel liner, complete in place.	\$ <u> / </u>	\$ <u> </u>
19.	1 Lump Sum	Minimum fee per work order.	\$ <u>2500.00</u>	\$ <u>2500.00</u>

GRAND TOTAL \$ 737,400.00

SECONDARY AWARD:

Would you, be willing to accept a Secondary Award to provide materials/services in the absence of the primary contractor at the prices submitted on this bid form?

X Yes No

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will at no time be pleaded either a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

COMPANY: DFW DOUBLE D CONTRACTING LLC

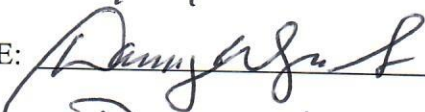
ADDRESS: PO BOX 24281

CITY, STATE & ZIP: Font Worth TX 76124

TELEPHONE: 817-688-6160

FAX: _____

EMAIL: DANNY WYWIAS @ HOTMAIL.COM

SIGNATURE: 

PRINTED NAME: DANNY WYWIAS S.

DATE: 10/26/2022

BIDDER'S STATEMENT OF QUALIFICATIONS

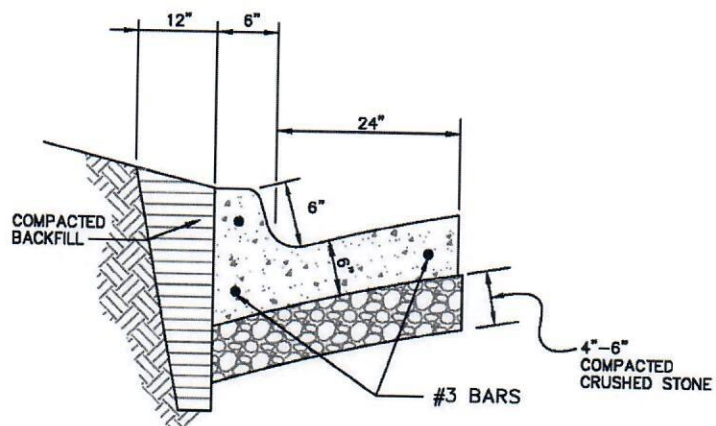
1. Has your company worked under an annual contract for any cities in this field of work? If yes, please provide at least three references that equate to the required three years of experience (name, address, phone number, e-mail).
2. Please provide your company's years of experience in this field of work. Provide contact information and a project listing.
3. Describe any past relationships with the City of North Richland Hills.
4. Describe your company's equipment inventory (excavation, dump trucks, pavement saws, vehicles, etc.)
5. What is the number of employees for this company?
6. Will you be using any sub-contractors? If yes, please provide their contact information and their years of experience.
7. Please provide your company's location for storing equipment and materials. Can City staff visit the location?
8. Please provide evidence that your company is financially stable.
9. Describe your company's current workload.
10. Elevation profiles are required for each specific repair location. Do you have a qualified person to meet this requirement? Please provide examples of your company's work in this area (examples could include profile sheets, plan sheets, etc.).
11. Please provide a past traffic control plan that your company created on projects such as this.
12. Please describe how you would handle a situation if your company damaged a gas pipeline during excavation.
13. Have you ever been removed from a project for failure of completion?
14. Provide the recent date of your company's training for curb ramp installation (please provide documentation).
15. Provide documentation that your company is carrying Workers' Compensation.
16. The contractor is required to execute a performance bond in the amount of 100% of the total contract price. Can your company meet this requirement?

17. Please provide picture documentation of recent work in this field. Pictures showing curb/gutter repairs, driveway repairs and pavement repairs. Provide the address of each picture's location.

Provide all documents with your Bid. All questions must be answered and complete. The City will use this information to help in determining if a bidder is qualified.

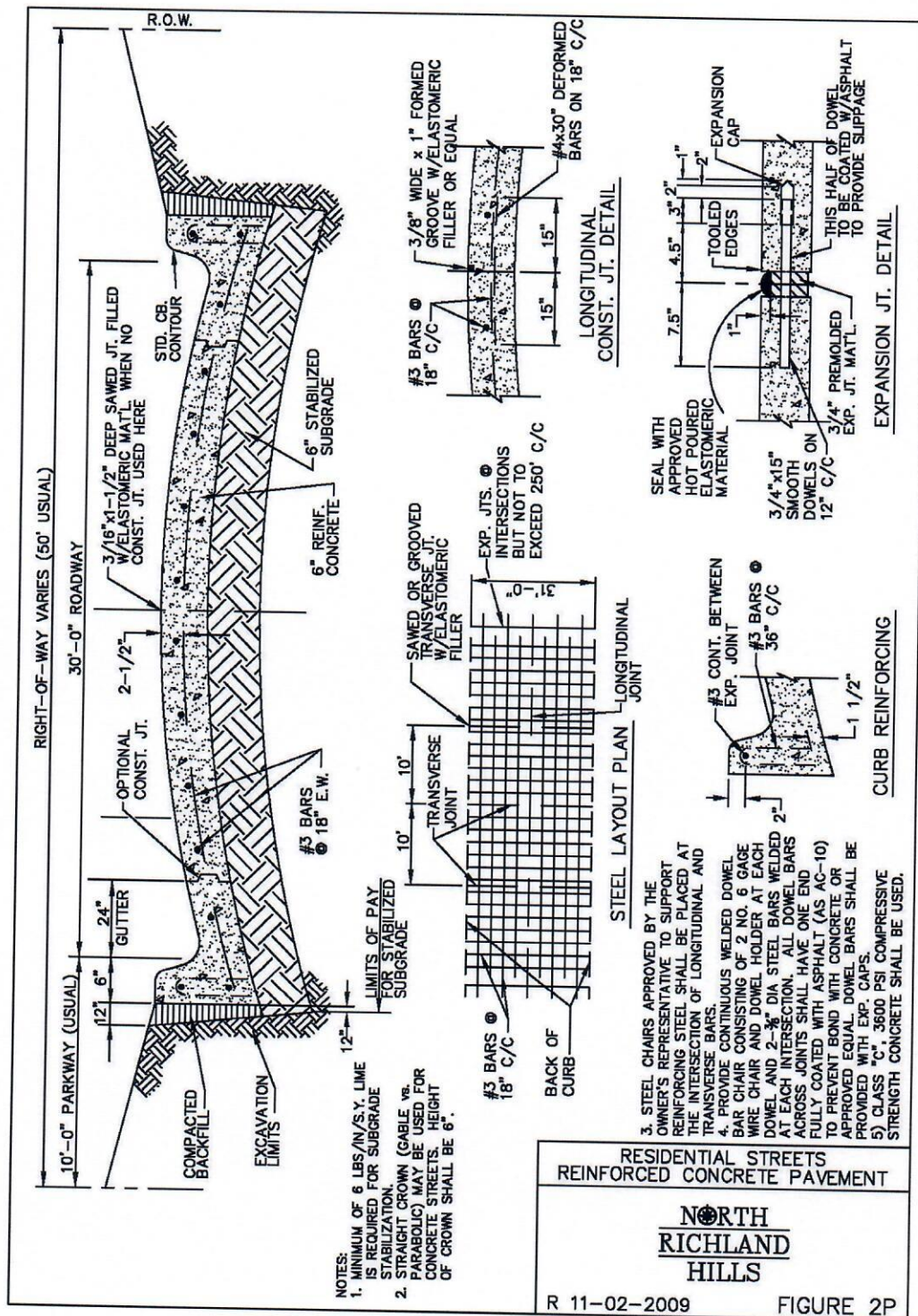
DRAWINGS

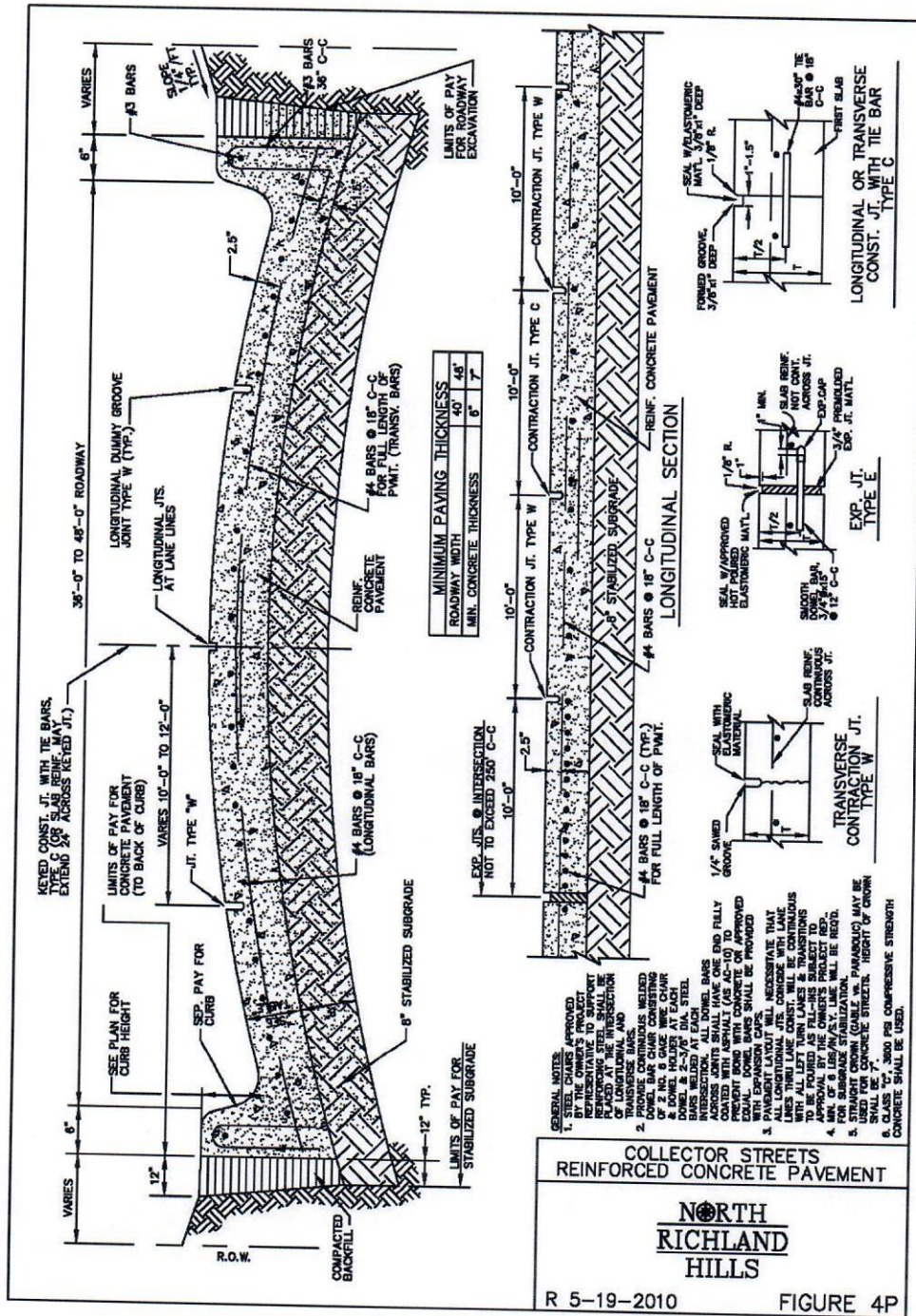
Deviations from the Detail Drawings or to the referenced Specifications must be approved by the designated city representative prior to proceeding with construction.



TYPICAL CURB / GUTTER
REPLACEMENT

NORTH
RICHLAND
HILLS



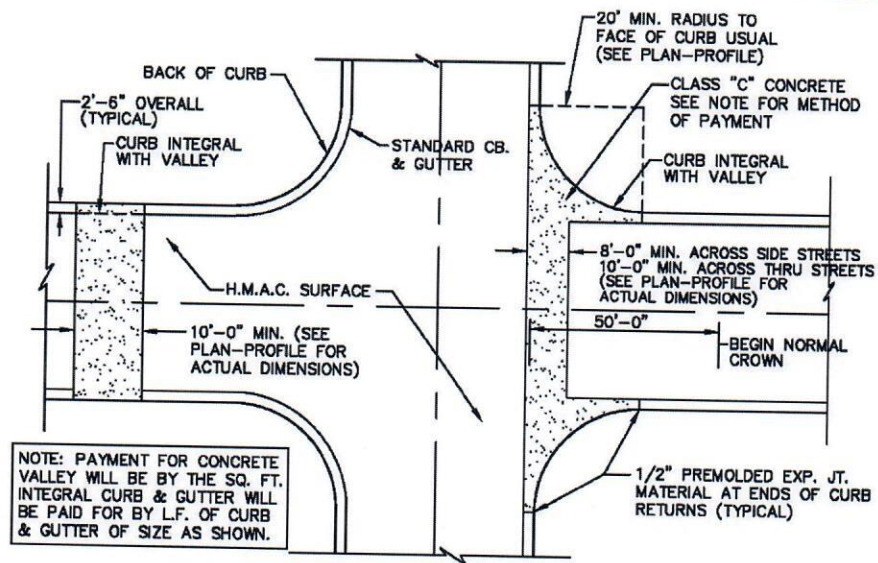


COLLECTOR STREETS
REINFORCED CONCRETE PAVEMENT

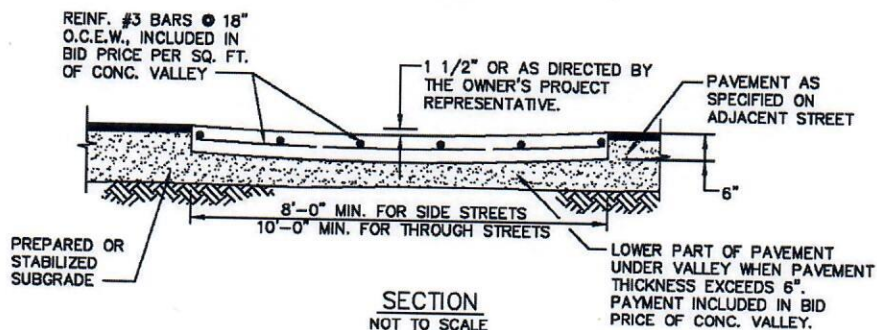
**NORTH
RICHLAND
HILLS**

R 5-19-2010 FIGURE 4P





PLAN
NOT TO SCALE



SECTION
NOT TO SCALE

CROWN TRANSITION FOR CONCRETE VALLEY			
DISTANCE FROM Q. OF VALLEY	CROWN		
	6"	7"	8"
0'	0.000'	0.000'	0.000'
5'	0.167'	0.167'	0.167'
10'	0.290'	0.290'	0.290'
20'	0.445'	0.445'	0.465'
30'	0.500'	0.540'	0.580'
40'	0.500'	0.583'	0.635'
50'	0.500'	0.583'	0.667'

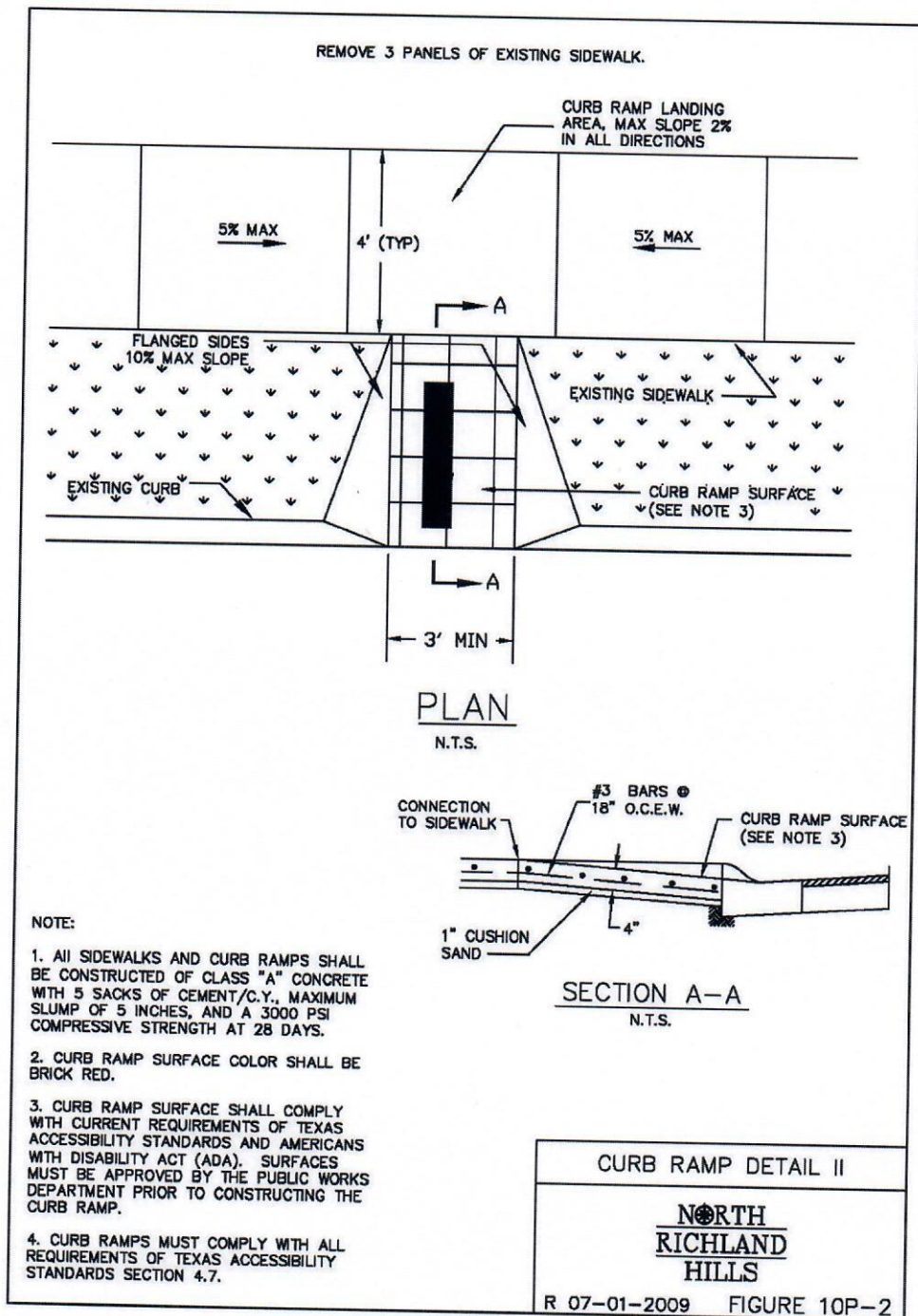
NOTE: CONCRETE SHALL BE CLASS "C", 3600 PSI COMPRESSIVE STRENGTH AT 28 DAYS.

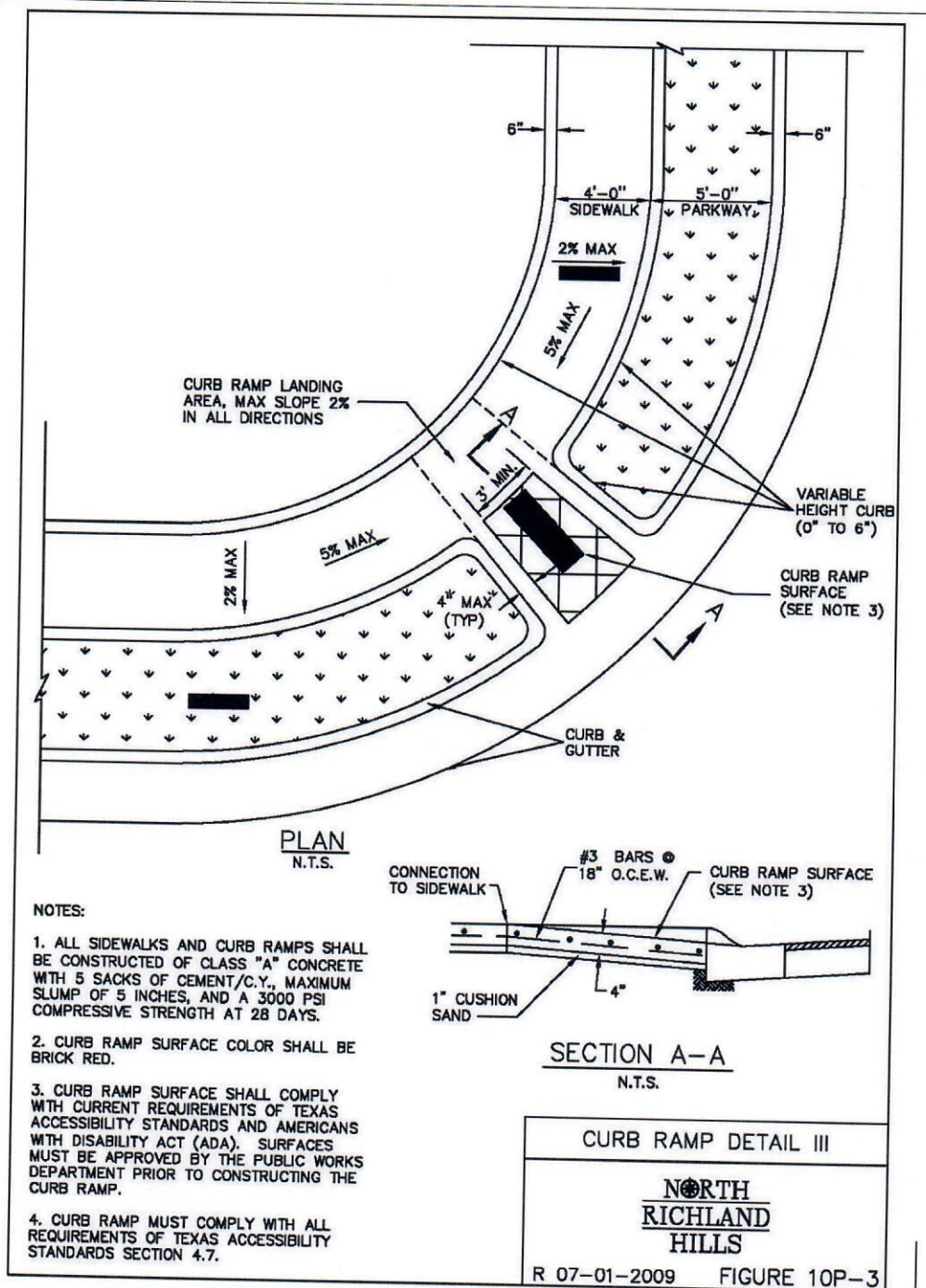
CONCRETE VALLEY DETAILS

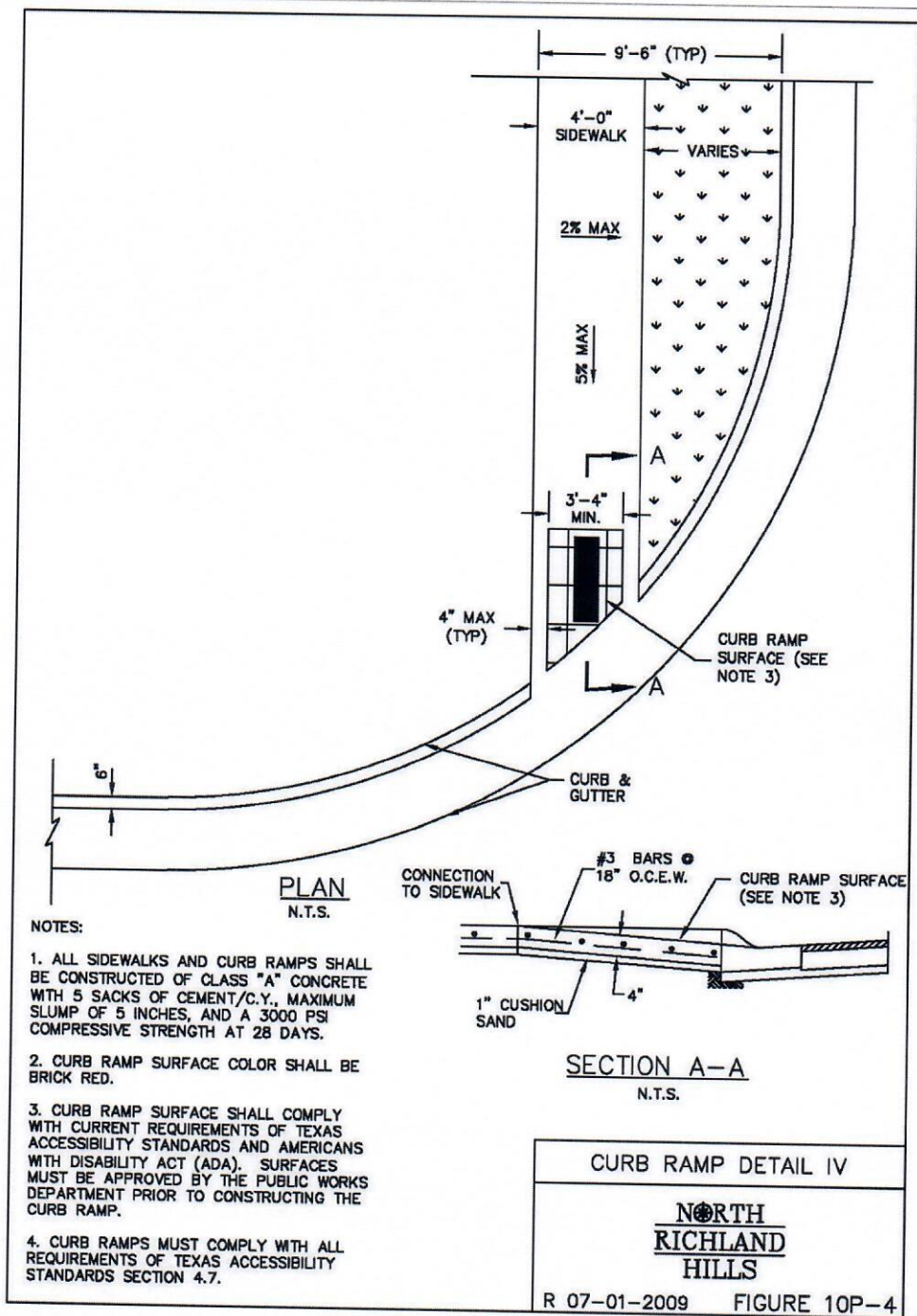
**NORTH
RICHLAND
HILLS**

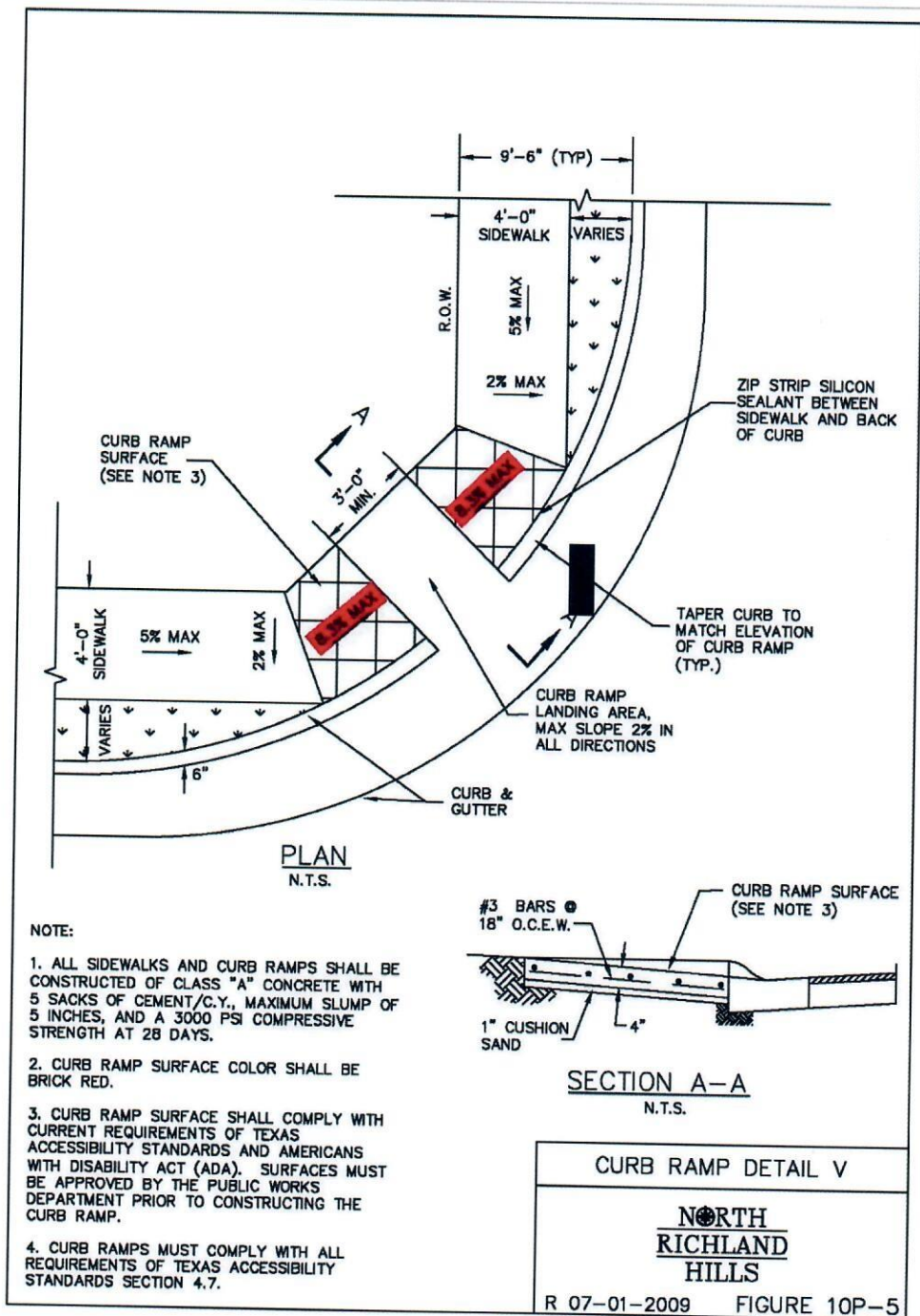
R 07-01-2009

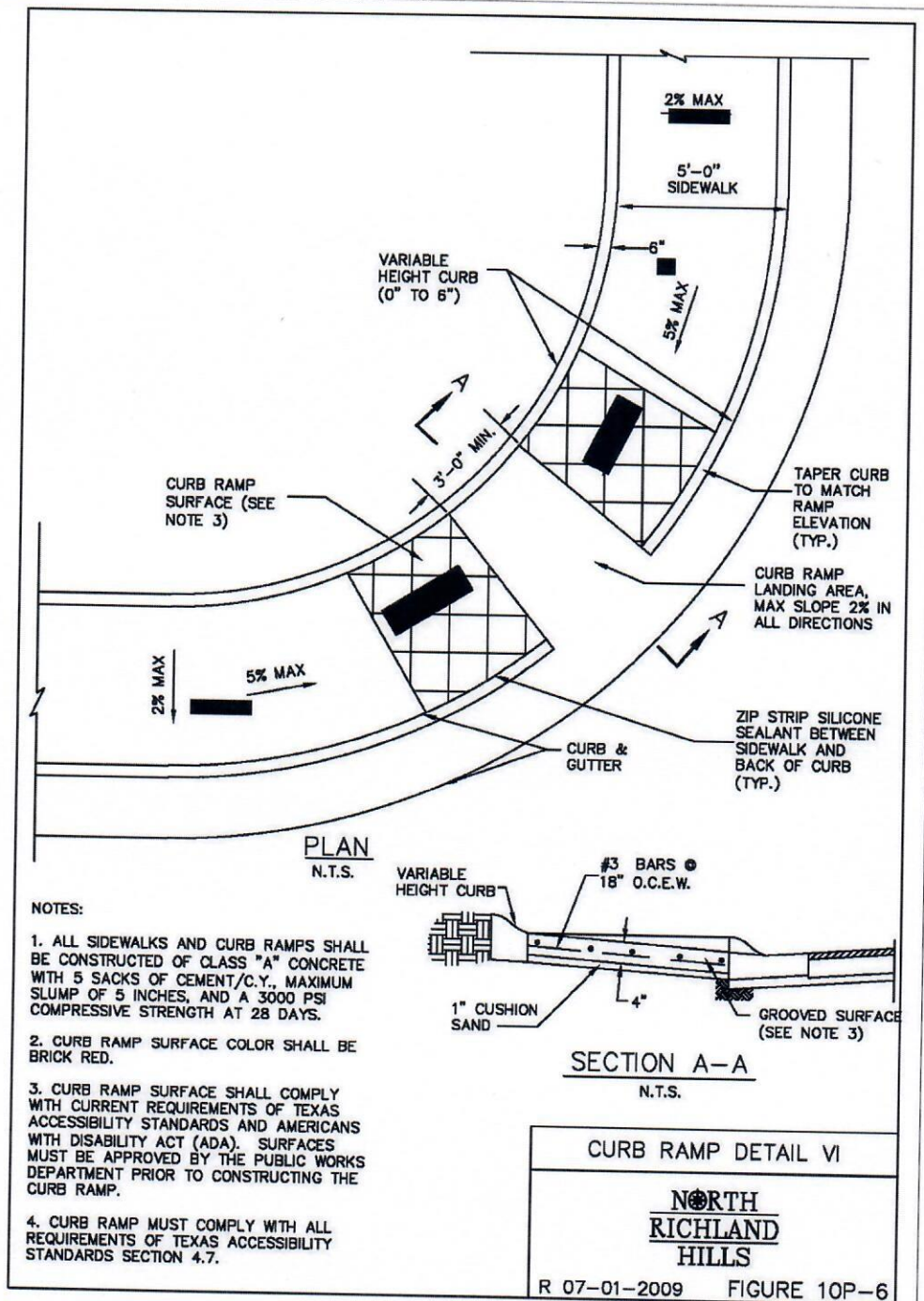
FIGURE 9P

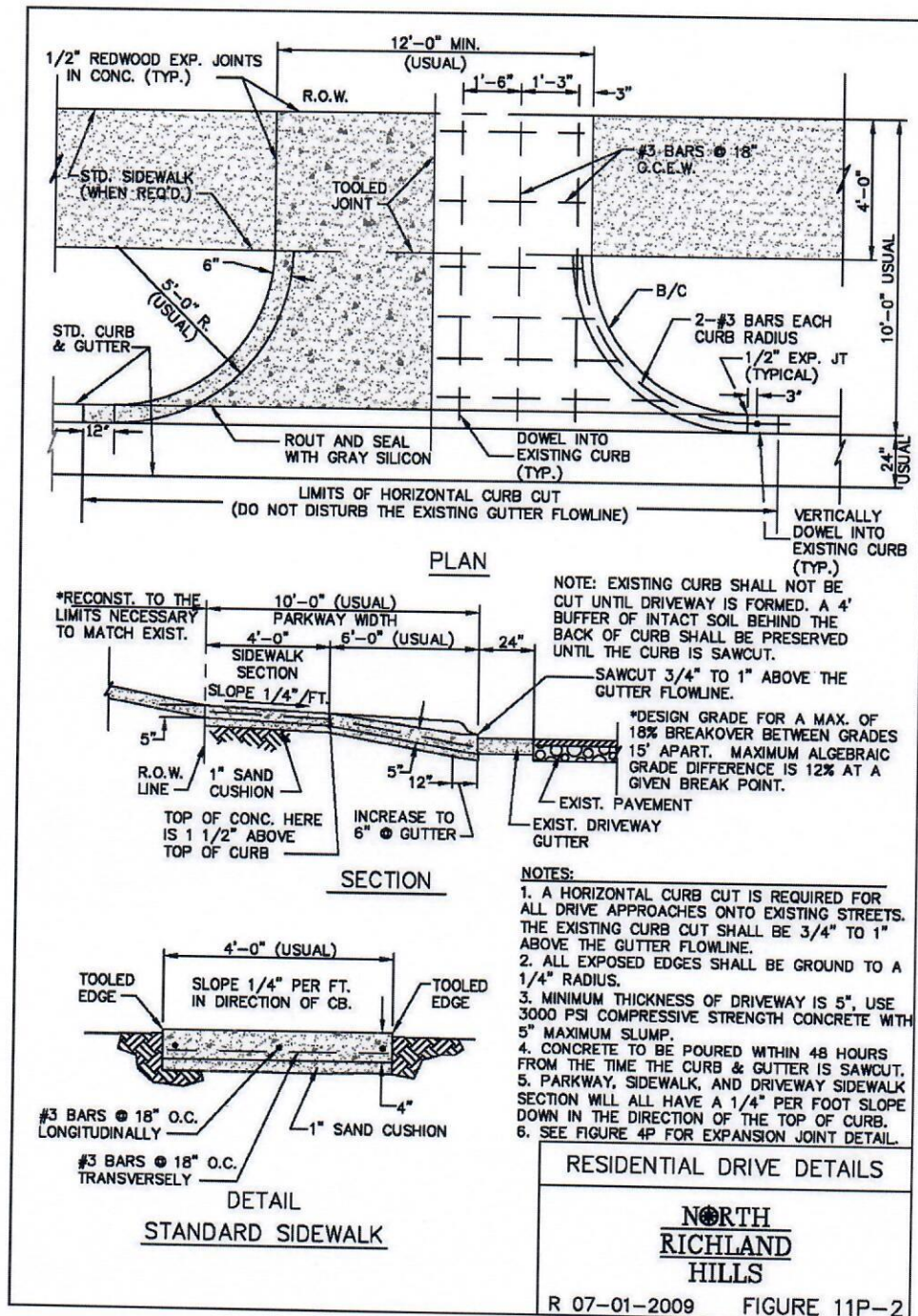


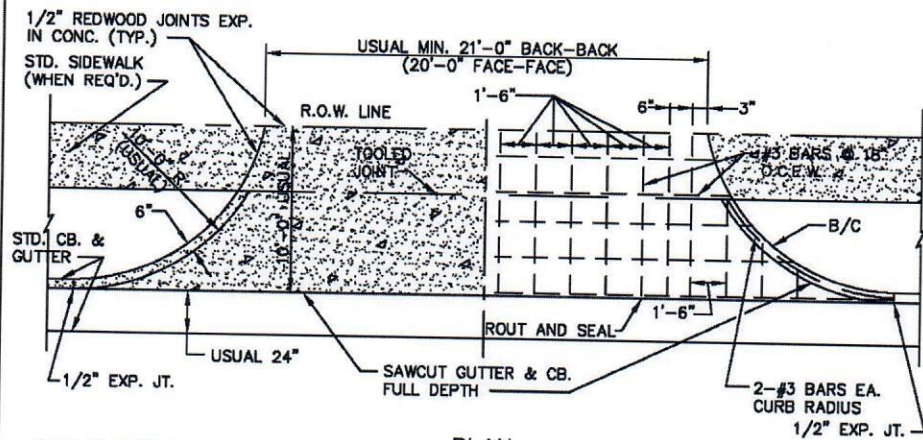






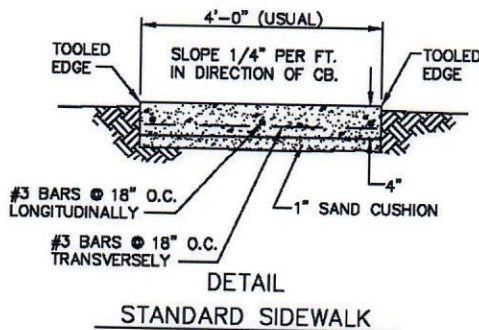
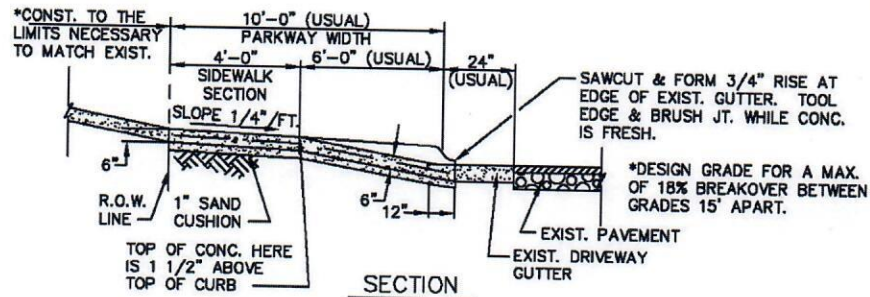






NOTE: IF GUTTER IS CRACKED, DRIVEWAY AND GUTTER MUST BE POURED MONOLITHICALLY.

PLAN



NOTES:

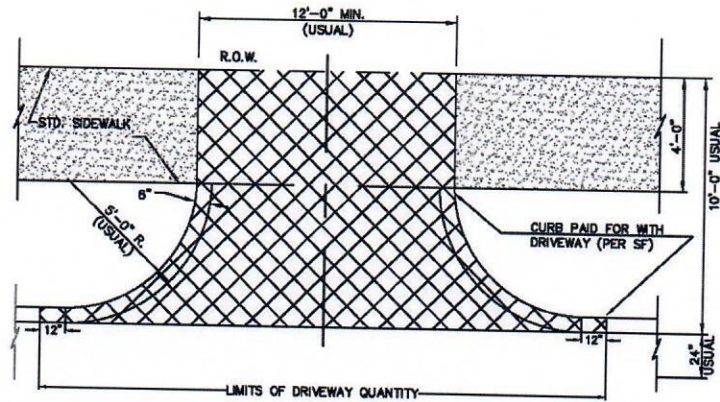
1. MINIMUM THICKNESS OF DRIVEWAY IS 6", USE 3000 PSI COMPRESSIVE STRENGTH CONCRETE WITH 5" MAXIMUM SLUMP.
2. CONCRETE TO BE POURED WITHIN 72 HOURS FROM THE TIME THE CURB & GUTTER IS SAWCUT.
3. PARKWAY, SIDEWALK, AND DRIVEWAY SIDEWALK SECTION WILL ALL HAVE A 1/4" PER FOOT SLOPE DOWN IN THE DIRECTION OF THE TOP OF CURB.
4. SEE FIGURE 4P FOR EXPANSION JOINT DETAIL.

COMMERCIAL DRIVE DETAILS

**NORTH
 RICHLAND
 HILLS**

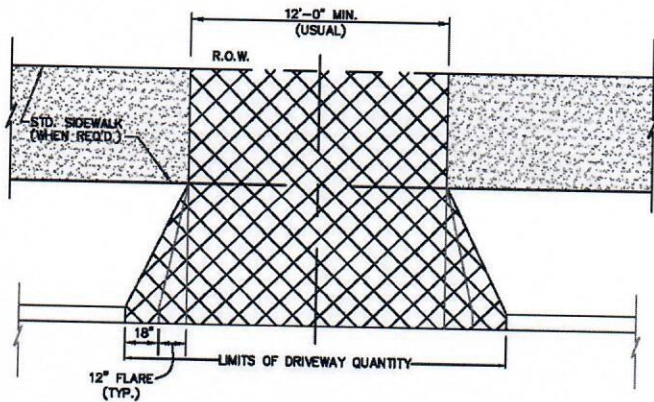
R 07-01-2009

FIGURE 12P



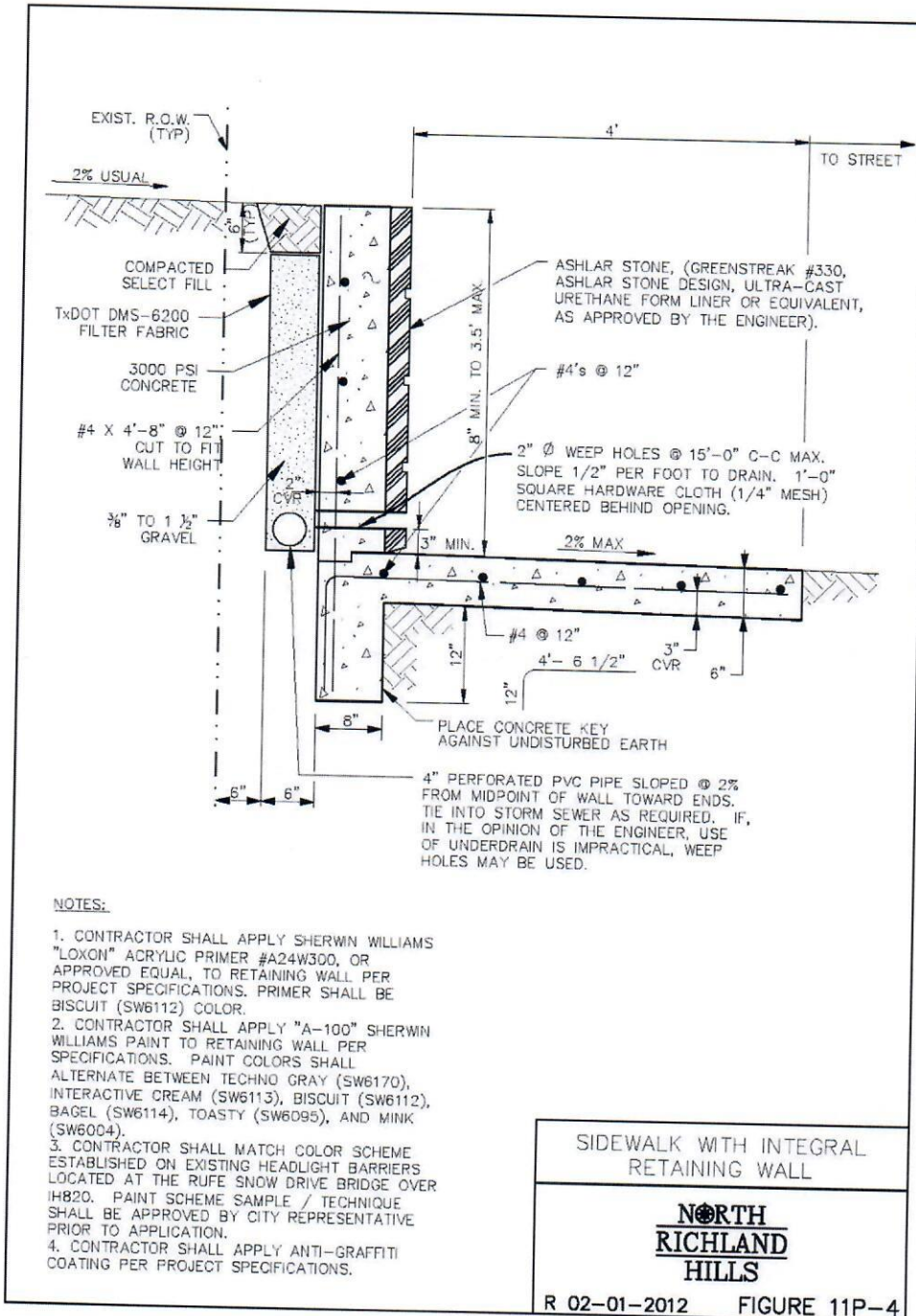
Driveway w/ Radius (Traditional)
Area - sf

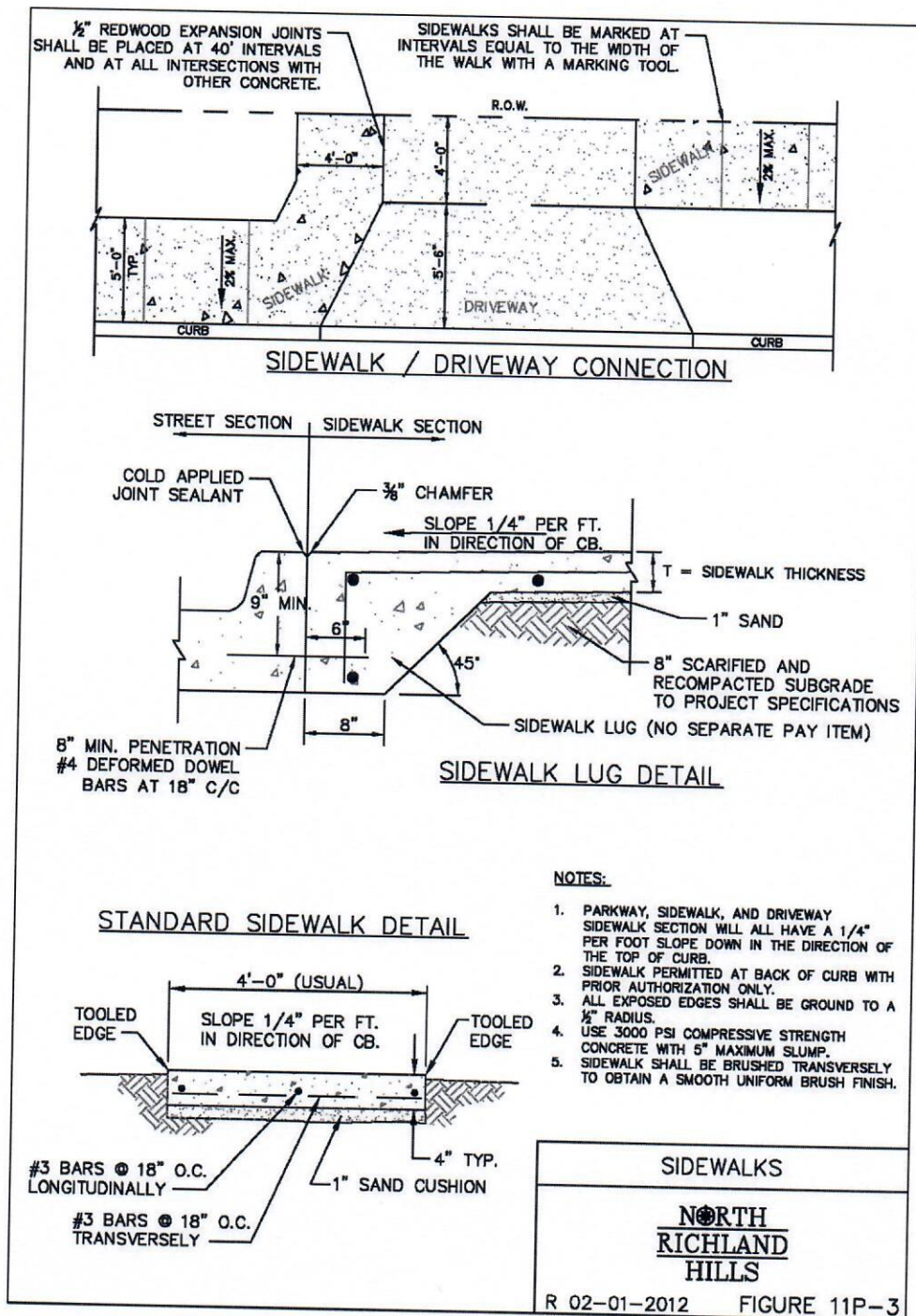
	Radius					
	5	10	15	20	25	30
12	134.21	169.31	222.72	295.88	364.02	435.16
14	154.21	189.31	242.72	315.88	384.02	455.16
16	174.21	209.31	262.72	335.88	404.02	475.16
18	194.21	229.31	282.72	355.88	424.02	495.16
20	214.21	249.31	302.72	375.88	444.02	515.16
22	234.21	269.31	322.72	395.88	464.02	535.16
24	254.21	289.31	342.72	415.88	484.02	555.16
26	274.21	309.31	362.72	435.88	504.02	575.16
28	294.21	329.31	382.72	455.88	524.02	595.16
30	314.21	349.31	402.72	475.88	544.02	615.16
35	364.21	399.31	452.72	525.88	594.02	665.16

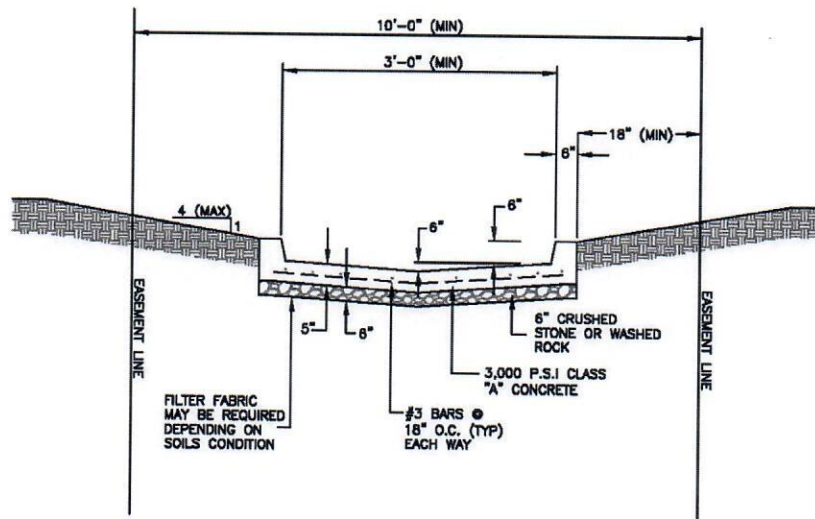


Driveway w/ Flares

	Area (sf)
12	136.25
14	156.25
16	176.25
18	196.25
20	216.25
22	236.25
24	256.25
26	276.25
28	296.25
30	316.25
35	366.25







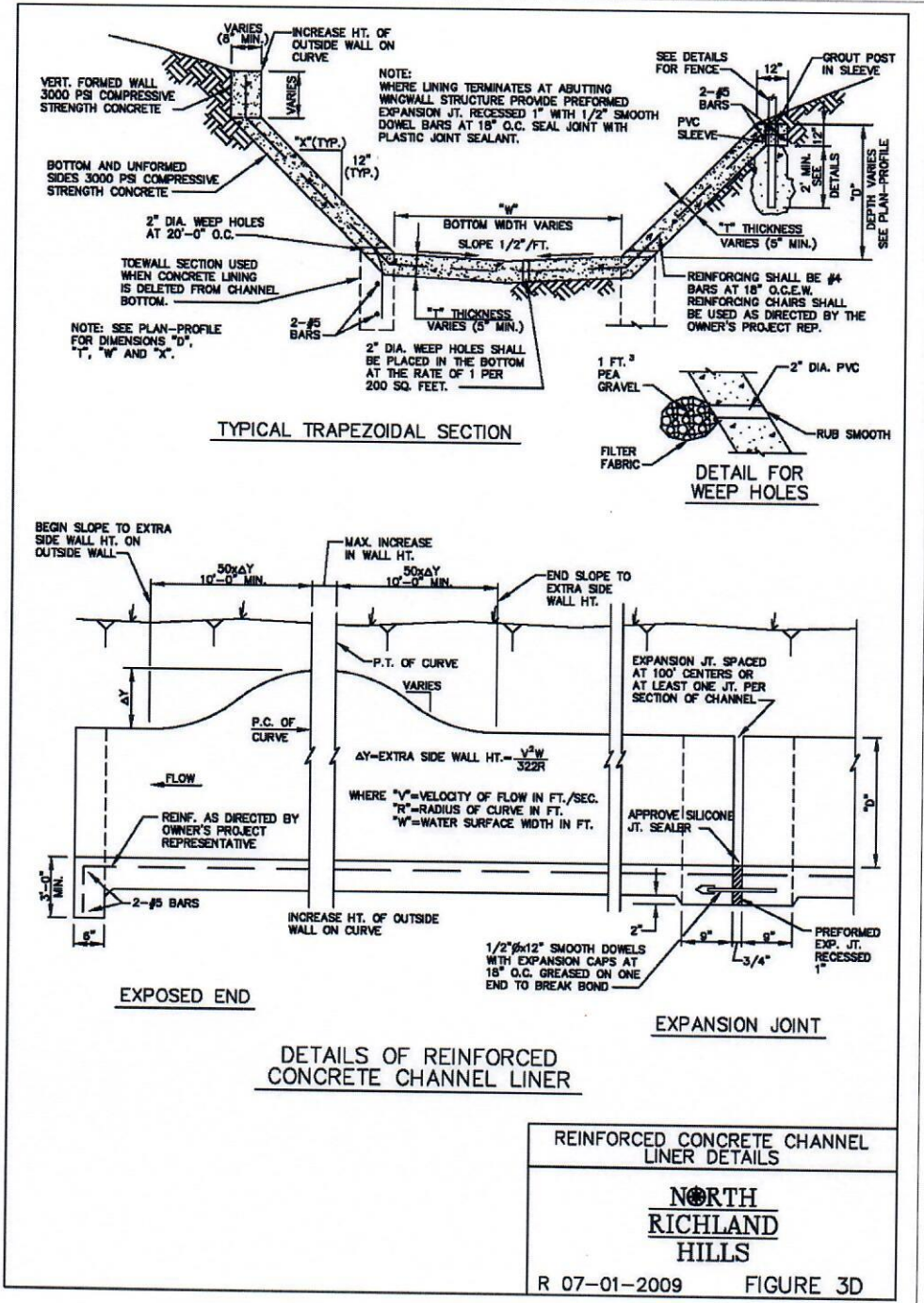
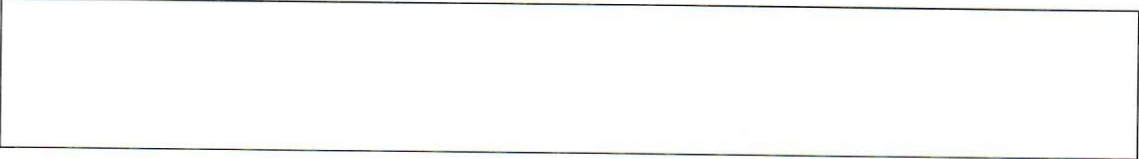
NOTES:

1. FLUME SHALL BE CONTAINED IN A PERMANENT DRAINAGE EASEMENT AT LEAST 10' IN WIDTH WITH A MINIMUM OF 18" OF EASEMENT ON EACH SIDE OF THE FLUME MEASURED FROM BACK OF CURB.
2. SIDE SLOPES SHALL BE SMOOTH EARTHEN FREE OF ROCKS AND SHALL RECEIVE THE FOLLOWING: 6" OF TOPSOIL, HYDROMULCH, AND A SOIL RETENTION BLANKET, OR AN ALTERNATIVE APPROVED BY THE PUBLIC WORKS DEPARTMENT. ALL VEGETATION SHALL EXTEND TO THE EASEMENT LINES ON EACH SIDE OF THE FLUME.
3. NO FENCING WILL BE PERMITTED THAT ENCROACHES OR CROSSES THE FLUME.
4. 12" MINIMUM DIAMETER ROCK RUBBLE RIP-RAP, GROUTED WITH ONE HALF OF ROCK EXPOSED MUST BE INSTALLED AT THE OUTFALL TO MINIMIZE EROSION.
5. EXPANSION JOINTS SHALL BE CONSTRUCTED AS REQUIRED BY THE PUBLIC WORKS DEPARTMENT.
6. CONTROL JOINTS SHALL BE CONSTRUCTED AND SPACED IN DIRECT PROPORTION TO THE WIDTH OF THE FLUME, I.E. 5' FLUME WIDTH RESULTS IN 5' CONTROL JOINT SPACING.
7. FLUMES WHICH INTERSECT SIDEWALKS OR FUTURE SIDEWALK LOCATIONS SHALL BE CONSTRUCTED WITH ADA ACCESSIBLE RAMPS TO ACCOMMODATE THE CROSSING. FLUMES SHALL NOT BE "BRIDGED" BY STEEL PLATES OR OTHER SUCH STRUCTURES.
8. THE CONCRETE FLUME DETAILED IN THIS DRAWING IS NOT INTENDED FOR USE AS A PILOT CHANNEL IN EARTHEN CHANNELS. SEE DETAIL 4D FOR CONCRETE PILOT CHANNEL REQUIREMENTS.

CONCRETE FLUME

**NORTH
RICHLAND
HILLS**

R 07-01-2009 FIGURE 5D





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2022

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

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

PRODUCER

Jones Insurance Group Jones Bass, LLC
4050 E Interstate 20 Service Rd

Willow Park

TX 76087

INSURED

DFW Double D Contracting, LLC
PO Box 24281

Fort Worth

TX 76124

CONTACT NAME: Leticia Sandoval

PHONE (A/C, No, Ext): (817) 441-4100

FAX (A/C, No):

E-MAIL ADDRESS: letty@bassgroup.tx.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: EVANSTON INS CO

35378

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	3AA517827	11/03/2021	11/03/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of North Richland Hills

PO Box 820609

North Richland Hills TX 76182

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

AUTHORIZED REPRESENTATIVE

Leticia M. Sandoval



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2022

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

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

PRODUCER
Champion Commercial Insurance Agency
3025 Commerce Street
Dallas TX 75226

CONTACT

NAME:

PHONE

(A/C, No, Ext): 214-265-9020

FAX

(A/C, No): 214-265-1428

E-MAIL

ADDRESS: receptionist@championins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Texas Mutual Ins. Co.

22945

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Double D Contracting LLC
PO Box 24281
Fort Worth TX 76124

DOUBDCO-01

COVERAGES

CERTIFICATE NUMBER: 2045402116

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						
	☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001200161	4/23/2022	4/23/2023	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				X PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

City of North Richland Hills
PO Box 820609
North Richland Hills TX 76182
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-944465

Date Filed:
10/13/2022

Date Acknowledged:

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

DFW Double D Contracting LLC
Weatherford, TX United States

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

City of North Richland Hills

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

23-002
Concrete Contract Services

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

5 Check only if there is NO Interested Party.



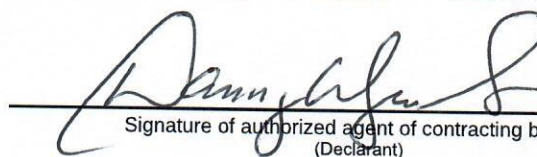
6 UNSWORN DECLARATION

My name is DANNY WYWIAS SR, and my date of birth is 11/28/1962.

My address is 3411 BLUE BONNET CIR, WEATHERFORD, TX, 76087, USA.
(street) (city) (state) (zip code) (country)

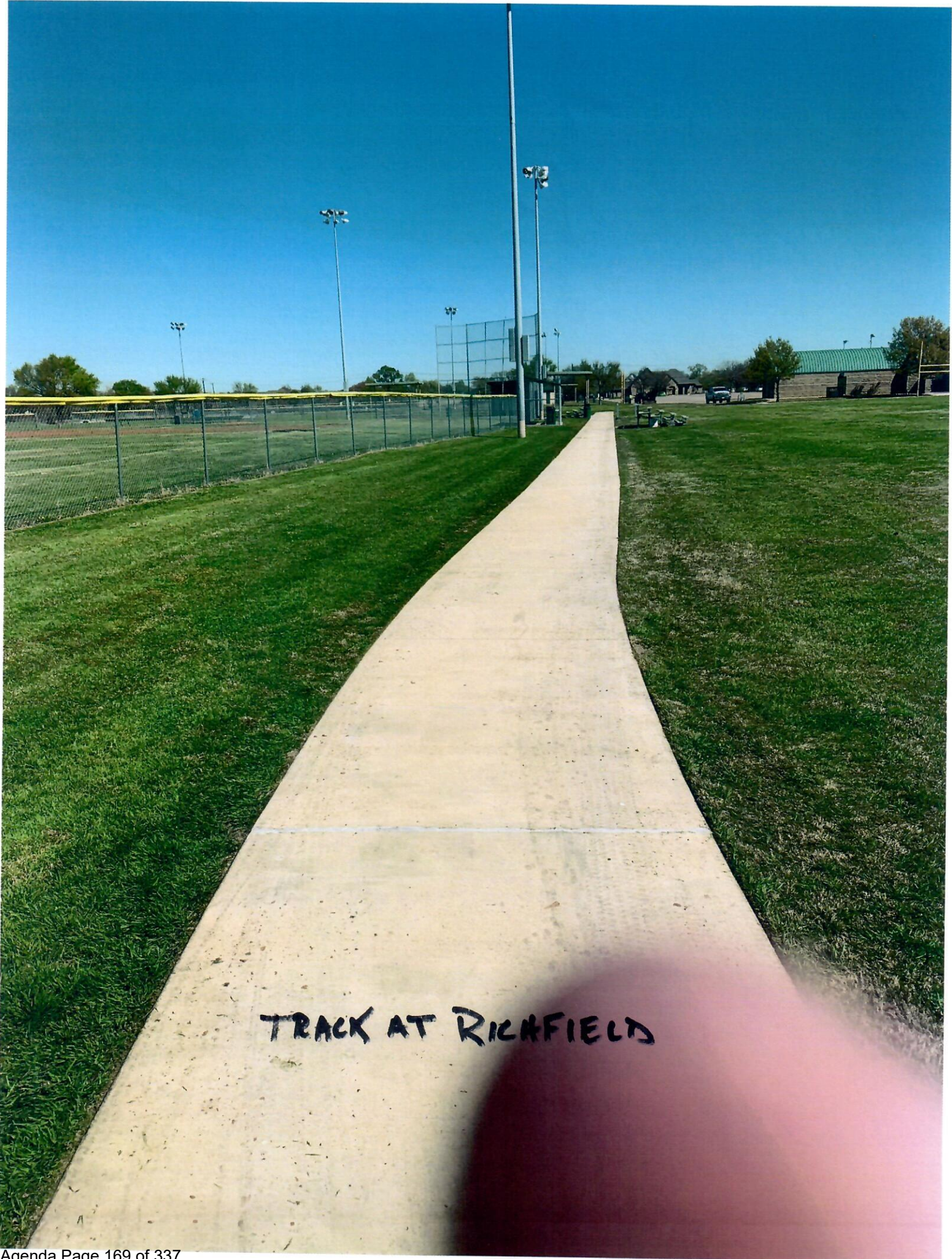
I declare under penalty of perjury that the foregoing is true and correct.

Executed in PARKER County, State of TX, on the 13 day of 10, 20 22.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)















PARKS + REC REPAIR



PUBLIC WORKS







NORTH FIELD
DUMMASTER DRIVEWAY





REPLACE 4-
PANELS ON
COTTON BELT
TRAIL





**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

23-002

**MISCELLANEOUS CONCRETE
CONTRACTOR SERVICE**

BIDS DUE TUESDAY, OCTOBER 18, 2022

BY 2:00 P.M.

Contents

INVITATION TO BID	3
GENERAL CONDITIONS	4
MINIMUM INSURANCE REQUIREMENTS	11
NON-COLLUSION AFFIDAVIT OF BIDDER.....	22
BID CERTIFICATION.....	23
COMPLIANCE WITH HOUSE BILL 1295.....	24
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY	25
CONFLICT OF INTEREST QUESTIONNAIRE.....	26
CONTRACT CHANGES GRID	29
CONFIDENTIALITY OF PROPRIETARY INFORMATION	30
BIDDER'S DECLARATION	31
SCOPE OF WORK.....	51
BID FORM.....	56
BIDDER'S STATEMENT OF QUALIFICATIONS	59
DRAWINGS.....	61

INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 23-002
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: MISCELLANEOUS CONCRETE CONTRACTOR SERVICES
- Bid Due Date: Tuesday, October 18, 2022
- Bid Due Time: 2:00 P.M. Central Standard Time
- Deadline for questions:
 - Date: Wednesday, October 12, 2022
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

OR

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills
Purchasing, Attn: 23-002 MISCELLANEOUS CONCRETE CONTRACTOR SERVICES
4301 City Point Drive
North Richland Hills, TX 76180

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to the last page of the bid – pages in order.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Tuesday, October 18, 2022**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☒ I agree
☐ I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORs who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORs who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORs who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORs who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of TEXAS County of DALLAS

RICK SULZER verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
GARRET SHIELD INFRASTRUCTURE, has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances
in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any
way colluded, conspired or agreed, directly or indirectly with any other bidder,
firm or person to submit a collusive or sham bid in connection with attached bid
and the price or prices quoted herein are fair and proper.

[Signature]
SIGNATURE

RICK SULZER
PRINTED NAME

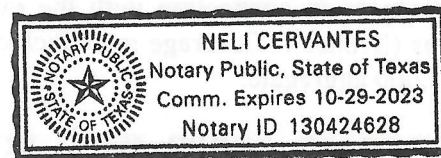
Subscribed and sworn to before me this

18TH Day of OCTOBER 2022.

[Signature]
NOTARY PUBLIC in and for

Dallas County, Texas.

My commission expires: 10/29/2023

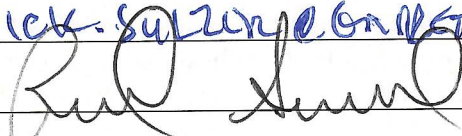


THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: GRIST CHIEF INFRASTRUCTURE, LLC
ADDRESS: 1117 E. WALNUT STREET
CITY, STATE & ZIP: GRAND, TEXAS 75040
TELEPHONE: 469-543-0234
FAX: N/A
EMAIL: rick.sulzoe@gristchief.com
SIGNATURE: 
PRINTED NAME: RICK SULZOE
DATE: 10-18-2022

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: n / a

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ Fax No. _____

Email address: _____

INDICATE ALL THAT APPLY:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

n/a

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

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

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

n/a

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

7 *[Signature]*
Signature of vendor doing business with the governmental entity

10-18-2022
Date

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

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor’s proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder GRUBBY SKIENS INVESTMENTS, LLC (“Contractor” or “Bidder”), submits the following modifications to the City’s Standard N/A (“Agreement”) requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor’s request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
NONE	NONE	NONE	City Response: ☐ Accepted ☐ Not Accepted ☐ Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFP, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

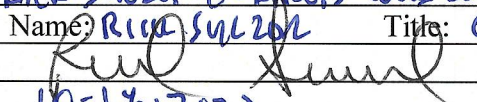
BIDDER'S DECLARATION

We, the undersigned have carefully examined RFB # 23-002 and all addenda and herewith forming part of this Bid submission and have carefully examined the work sites and all requirements of this RFB. We, the undersigned understand and accept the said RFB, and, for the prices set forth in our Bid, hereby offer to perform all work with our own labor, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFB;

And have submitted our Bid at rates that include all labor, materials, overhead and profit to comply with the RFB requirements and specifications and further agree that We, shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation in accordance with this RFB and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFB or in the work proposed to be taken and that our Bid submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a Bid for the same work and is all respects fair and without collusion or fraud;

And if our Bid submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFB in all respects. We further acknowledge that we have received Addendum/ Addenda No. 1 to 1 inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted. We further agree to complete all of the work and services as specified in this RFB at the prices stated to the satisfaction of the City of North Richland Hills.

We further agree that our Bid submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 90 (ninety) calendar days of closing date, the City may accept our Bid for the prices stated on the Bid Form of this RFB, which is within the maximum budget provided.

Company Name	GARREY J. KLEIN, INC. (KASIMIR) LLC	
Address: Street & Number	1117 E. WILLOW ST	
Address: City, Province, Postal Code	Guthrie, Texas 75041	
Telephone Numbers:	469-543-0234	
Email Address:	RICK.SULZG@GARREYJ.KLEIN.COM	
Name of Signing Officer/Title	Name: RICK SULZG	Title: CEO-PRINCIPAL
Signature of Signing Officer		
Date Signed	10-16-2022	

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Project Manager within ten (10) days after the Project Manager has given any directions, order or instruction to which the Contractor desires to take exception. The Project Manager shall reply within ten (10) days to such written exceptions by the Contractor and render his final decision in writing.

ABANDONMENT BY CONTRACTOR

If the Contractor shall fail to commence work within ten (10) calendar days after written notice to commence is served on Contractor or if the Contractor stops work or fails to pursue work in a timely fashion and fails to resume and pursue work in a timely fashion within ten (10) calendar days of a written notice of work stoppage or failure to pursue work in a timely fashion, or if the Contractor fails to comply with orders consistent with the contract documents, the Owner may declare the contract abandoned and direct the surety on the performance bond with a written notice to complete the work. A copy of the notice to the surety shall be served on the Contractor.

After receiving the notice of abandonment, the Contractor shall not remove any materials or supplies from the job site.

After the contract is declared abandoned, the Owner shall be entitled to pursue any legal remedy and to seek damages for breach of contract from the Contractor and, to the extent that it fails to honor its obligations under the performance bond, from the surety on the bond.

PROJECT GUIDELINES FOR SEALED COMPETITIVE BIDS

REQUEST FOR SEALED COMPETITIVE BIDS (SCB) FOR MISCELLANEOUS CONCRETE CONTRACTOR SERVICES RFB# 23-002

The City of North Richland Hills (City) is requesting Sealed Competitive Bids for MISCELLANEOUS CONCRETE CONTRACTOR SERVICES for various city projects by several different departments as outlined in this request based on the best value to the City of North Richland Hills. The City reserves the right to award one contract for some or all the requirements proposed, or award multiple contracts for various portions of the requirements to different Contractors based on the unit prices proposed in response to this request, or to reject any and all Proposers and re-solicit for Bids, as deemed to be in the best interest of the City.

SCOPE OF PROJECT

This project will allow the City to enter into multiple contracts with multiple Contractors for a twelve-month period with the option for four one-year renewals at the City's discretion. The successful proposers will provide MISCELLANEOUS CONCRETE CONTRACTOR SERVICES during regular business and non-business hours during the term of the contracts. General contracting services may include, but are not limited to, concrete pavement removal

and reconstruction, drainage structure removal and reconstruction, or other MISCELLANEOUS CONCRETE CONTRACTOR SERVICES as needed.

PROJECT PROCUREMENT METHOD

The procurement method, "Sealed Competitive Bid", is a method by which the City requests Bids, ranks the submittals, negotiates as prescribed, and then enters into a contract with two general contractors to provide MISCELLANEOUS CONCRETE CONTRACTOR SERVICES. The City shall select the contractors who submit the Bids that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned) and the contractors' subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the selected contractors. The City may discuss with the contractors options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected contractor(s), the City shall, formally and in writing, end negotiations with that contractor and proceed to the next contractor in the order of the ranking until a contract agreement is reached or all Bids are rejected. The City reserves the right to award one contract for some or all of the requirements or multiple contracts to different Contractors.

EVALUATION CRITERIA	Min Pts	Max Pts
Bids will be evaluated by a selection committee based on the following criteria		
Unit cost of work as described in bid items 1-20	0	20
Contractor's comparable project experience	0	16
Quality of references for similar projects	0	14
Proposers financial stability	0	12
Proposers percentage of self-performing tasks	0	10
Team structure, work approach and delivery schedule	0	8

Following the review and evaluation of all CSP submittals, a Selection Meeting will be held to select contractors. The selection committee will present their ranking based on the published criteria above, selection and justification at the selection meeting. The selection meeting will result in the selection of two Bids or an appropriate short list of Bids. An interview may also be requested to aid in the selection of the contractors. However, interviews may not be necessary. The City shall select the contractors who submit the Bids that offers the best value for the City. Unsuccessful contractors will be notified in writing as soon as possible.

COMPLIANCE

The Awarded contractors and any subcontractors doing work for these contracts will be required to contact a Public Works representative to obtain work orders. The contractor will be responsible for scheduling all inspections required by Public Works. All laborers and mechanics

employed by the contractor and its subcontractors in performance of this construction work shall be paid wages at rates as may be required by law.

BID FORM EVALUATION CRITERIA RESPONSE:

Unit cost of work as described in bid items 1-20	(This will be shown on the bid form, and allows for the maximum number of points in Bid evaluation)
Contractor's comparable project experience	The City is interested in the Contractor's history and successful completion of similar projects.
Quality of reference for similar projects	Quality of reference refers to accuracy of facts about reference, name of project, Project Manager's title.
Proposer's financial stability	The City is interested in the Proposer's legal entity and ownership, financial viability, stability and business.
Proposer's percentage of self-performing task	This represents the percentage of work by the proposer's firm. This does not include subcontractors.
Team structure, work approach and delivery schedule	The City is interested in contractor's management, reporting, and administrative structures and methods.
Is the proposer on debarment or suspension list?	Yes or No (please circle the correct response)

Please provide information on the pages below.

CONTRACTOR'S COMPARABLE PROJECT EXPERIENCE

These are projects that the evaluation committee may choose to tour if time allows. This is work that your firm is particularly proud of and substantiate the type of work completed is similar in scope and nature to MISCELLANEOUS CONCRETE CONTRACTOR SERVICES. (Municipal work is preferred) Contractors may include photographs to better explain the project. In doing so, please ensure that photographs are identified to the referenced project. (Please do not submit more than three projects)

SEE ATTACHED.

Project 1 ((Photographs may be included on additional page you can attach)

Project Name:

Project Location and project value:

Additional Information that you would like to share:

Project 2 ((Photographs may be included on additional page you can attach)

Project Name:

Project Location and project value:

Additional Information that you would like to share:

Project 3 ((Photographs may be included on additional page you can attach)

Project Name:

Project Location and project value:

Additional Information that you would like to share:

QUALITY OF REFERENCES FOR SIMILAR PROJECTS:

Provide your best references that we can contact to provide detailed information about working with your firm. Projects should be similar in scope of this RFB.

SEE ATTACHED

Reference #1	
Client:	Location:
Client Project Manager:	Client Project Managers Phone No. and email address:
Year Completion:	Approximate Value:
Provide any additional relevant information to describe project:	

Reference #2	
Client:	Location:
Client Project Manager:	Client Project Managers Phone No. and email address:
Year Completion:	Approximate Value:
Provide any additional relevant information to describe project:	

Reference #3	
Client:	Location:
Client Project Manager:	Client Project Managers Phone No. and email address:
Year Completion:	Approximate Value:
Provide any additional relevant information to describe project:	

PROPOSERS FINANCIAL STABILITY

- Please provide a letter from Proposer's Surety stating Proposer's ability to acquire bonding in the full amount of the proposed contract amount.

SEE ATTACHMENT

- Please provide an audited financial statement from 2021.

WILL PROVIDE UPON REQUEST

TEAM STRUCTURE, WORK APPROACH AND DELIVERY SCHEDULE:

Company Name: GRACE SULLIVAN ENTERPRISES, LLC
Address: 1117 E. WILSON STREET GAITHERSBURG, MD 20878
Telephone/Email: 410-543-0234 MITO.FORTIN@GRACESULLIVAN.COM
Years in Business: 1
Contact/Title: GUILLERMO E. FORTIN
Signature: DIRECTOR OF OPERATIONS

Name of Proposed Project Manager for this CSP: GUILLERMO E. FORTIN
Education: 14
Primary Responsibilities: P.M.
Number of years with contractor's firm: 1
Project Manager's experience if different from General Construction Contracting:
30+ YEARS IN HIGHWAY CONSTRUCTION
Project Name: _____
Description: _____

Name of Project Superintendent for this CSP: CARLOS MINOR
Education: 17
Primary Responsibilities: SUPERINTENDENT
Number of years with contractor's firm: 1
Project Manager's experience if different from General Construction Contracting:
10 YEARS IN HIGHWAY CONSTRUCTION
Project Name: _____
Description: _____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Garret Shields Infrastructure, LLC
1117 E. Walnut Street
Garland, Texas 75040

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

OWNER:

(Name, legal status and address)

City of North Richland Hills
4301 City Point Dr.
North Richland Hills, TX 76180

BOND AMOUNT: FIVE PERCENT (5%) of Total Amount Bid

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Miscellaneous Concrete Contractor - RFP #23-002
Miscellaneous Concrete Improvements - North Richland Hills, Texas

Project Number, if any: RFP #23-002

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of October, 2022


(Witness)


(Witness) Jarrod Yost

Garret Shields Infrastructure, LLC

(Principal)

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Title)

(Seal)

(Seal)

Benjamin K. Farley, Attorney in Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Claudia Nunez, Sean McCauley Jr., Benjamin K. Farley, Sam Duckett, Katie Rooney**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

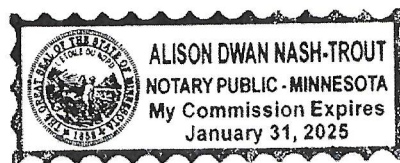
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of October, 2022

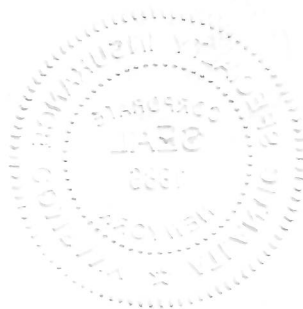
This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

10/13/11



October 1990

10/13/11

Texas Department of Insurance



Certificate No. 15198

Company No. 08-095636

Certificate of Authority

THIS IS TO CERTIFY THAT

ATLANTIC SPECIALTY INSURANCE COMPANY

NEW YORK, NEW YORK

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

15th day of September A.D. 2011

ELEANOR KITZMAN
COMMISSIONER OF INSURANCE

BY

Godwin Ohaechesi

Godwin Ohaechesi, Director
Company Licensing & Registration

MEMORANDUM FOR THE RECORD



TO: THE SECRETARY OF THE INTERIOR

DATE: 10/10/1911

FROM: THE CHIEF OF BUREAU OF LAND MANAGEMENT

SUBJECT: LAND ACQUISITION

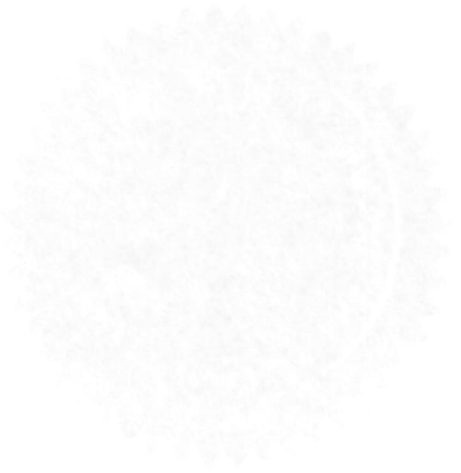
The following is a summary of the report of the Chief of the Bureau of Land Management, dated October 10, 1911, regarding the acquisition of land for the establishment of a national monument. The report states that the land is situated in the State of New Mexico and is of great value for the preservation of the natural resources of the area. It is recommended that the land be acquired by the United States Government and set aside as a national monument. The report also mentions that the land is of great value for the preservation of the natural resources of the area and that it is recommended that the land be acquired by the United States Government and set aside as a national monument.

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October 17, 2022

City of North Richland Hills
4301 City Point Dr.
North Richland Hills, Texas 76180

RE: Garret Shields Commercial

To Whom It May Concern:

Please be advised that we handle the bonding needs for Garret Shields Commercial. They are bonded with Atlantic Specialty Insurance Company and are approved on single size projects in the \$10,000,000.00 dollar range, with an aggregate backlog in the \$20,000,000.00 neighborhood. We continue to be confident in their ability to perform and highly recommend them for your favorable consideration.

Atlantic Specialty Insurance Company is Treasury listed, has an A.M. Best Rating of A+, and is a Texas admitted surety. If bonds for Faithful Performance and Labor and Material Payment would be required, we would be pleased to write them subject to normal underwriting requirements being met as well as review of all pertinent documents and verification of financing.

If I can be of further assistance, please do not hesitate to contact me at 630-696-2068.

Sincerely,

Atlantic Specialty Insurance Company

Sean McCauley, Jr.
Attorney-in-Fact

5710 LBJ Fwy., Ste. 235
Dallas, TX 75240
(214) 989-7047





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Claudia Nunez, Sean McCauley Jr., Benjamin K. Farley, Sam Duckett, Katie Rooney**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

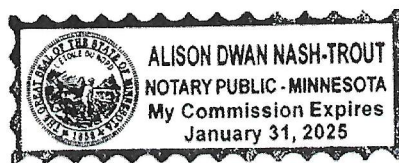
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

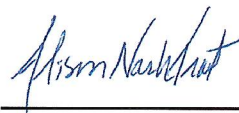
STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

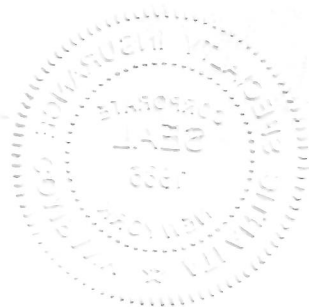
Signed and sealed. Dated 17th day of October, 2022

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com



October 2011

10/1

Texas Department of Insurance



Certificate No. 15198

Company No. 08-095636

Certificate of Authority

THIS IS TO CERTIFY THAT

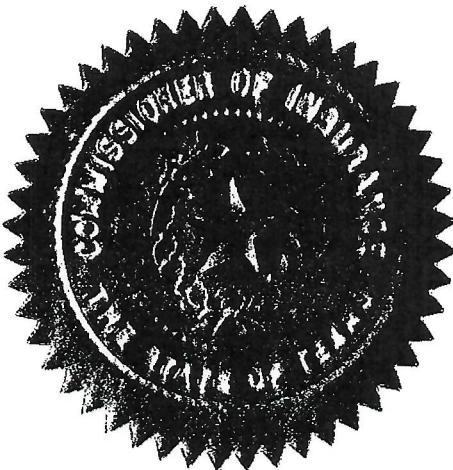
ATLANTIC SPECIALTY INSURANCE COMPANY

NEW YORK, NEW YORK

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

15th day of September A.D. 2011

ELEANOR KITZMAN
COMMISSIONER OF INSURANCE

BY

Godwin Ohaechesi

Godwin Ohaechesi, Director
Company Licensing & Registration

Department of the Interior



Washington, D.C.

February 1, 1907

Mr. J. M. Smith

Dear Sir:

I have the honor to acknowledge the receipt of your letter of the 28th inst.

and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully, your obedient servant,

Very truly yours,

John D. Smith

Assistant Secretary

Department of the Interior

Washington, D.C.

Enclosed for you are two copies of a report of the

Commissioner of the General Land Office, dated January 24, 1907,

relating to the proposed sale of the lands in question.

I am, Sir, very respectfully, your obedient servant,

Very truly yours,

John D. Smith

Assistant Secretary

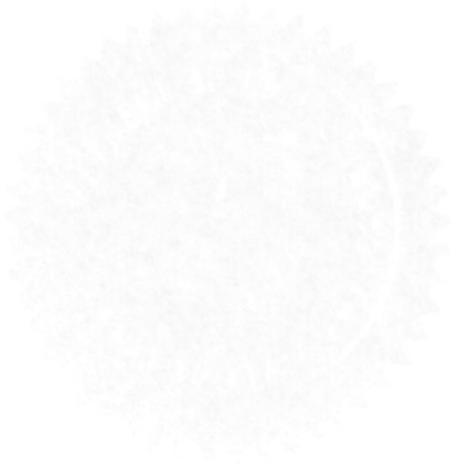
Department of the Interior

Washington, D.C.

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Commissioner of the General Land Office, dated January 24, 1907,

relating to the proposed sale of the lands in question.



DFW Concrete Work References 10/22

Dallas West

Project Name: Dallas West Miscellaneous Concrete Repairs
Contract #: 6396-79-001
Owner Contact Name/Phone: TXDOT S.W. Dallas County - Travis Hodge 214-320-6248
Architect/Engineer Contact Name/ Phone: Terry Blocker 214-320-6234
Contract Amount: \$435,646.50
Percent Complete: 9%
Scheduled Completion Date: 6/16/2023

Dallas Driftwood

Project Name: Dallas County Driftwood Removal
Contract #: 6360-05-001
Owner Contact Name/Phone: TXDOT Dallas County – Terry Blocker 214-320-6234
Architect/Engineer Contact Name/ Phone: Terry Blocker 214-320-6234
Contract Amount: \$410,430.00
Percent Complete: 20%
Scheduled Completion Date: 10/31/22

FM 428

Project Name: FM 428
Contract #: 0817-01-024
Owner Contact Name/Phone: Jagoe Public 940-382-2581
Architect/Engineer Contact Name/ Phone: Denton County TXDOT 940-387-1324
Contract Amount: \$199,700
Percent Complete: 10%
Scheduled Completion Date: 1/20/23

FM 1199

Project Name: FM 1199
Contract #: 0044-09-067
Owner Contact Name/Phone: Jagoe Public 940-382-2581
Architect/Engineer Contact Name/ Phone: Cooke County TXDOT 940-665-5071
Contract Amount: \$135,893
Percent Complete: 0%
Scheduled Completion Date: 3/15/23

Highland Village Parking Lots

Project Name: Parking Lot Improvements Lions Club Park and Sellmeyer Tennis Courts
Owner Contact Name/Phone: Scott Kriston 972-317-2989
Architect/Engineer Contact Name/ Phone: BW2 engineers 972-864-8200
Contract Amount: \$174,105
Percent Complete: 85%
Scheduled Completion Date: 11/15/22

Highland Village Sidewalk

Project Name: 2021 Sidewalk Improvements
Owner Contact Name/Phone: Scott Kriston 972-317-2989
Architect/Engineer Contact Name/ Phone: BW2 engineers 972-864-8200
Contract Amount: \$849,737
Percent Complete: 77%

Scheduled Completion Date: 12/12/22

Contractor's Project Experience

Project 1 –

Project Name: Dallas West Miscellaneous Concrete Repairs CSJ# 6396-79-001

Project Location: Northeast and Northwest Dallas County

Project Value: \$434,176

Additional Information: Contract is with Dallas County TXDOT. We have completed about half of the proposed concrete repair locations to date. There were 19 site specific locations on this year long contract.

Project 2 –

Project Name: FM 428 Mow Strip

Project Location: 558 Spring Hill Rd. Aubrey, TX 76227

Project Value: \$199,000

Additional Information: We are placing all of the mow strip concrete at the guardrail locations starting at the above address and working east.

Project 3 –

Project Name: Highland Village Parking Lots

Project Location: 302 Doubletree Dr. & 500 Highland Village Rd. Highland Village, TX 75077

Project Value: \$174,125

Additional Information: We are about 80% complete with this project. Removal of old asphalt parking lot and install of concrete parking lot.

**CONSTRUCTION AGREEMENT
FOR MISCELLANEOUS CONCRETE
CITY OF NORTH RICHLAND HILLS AND
Company Name**

THIS CONSTRUCTION AGREEMENT ("Contract") is made and entered by and between
Company Name (hereinafter referred to as "Contractor"), and
the CITY OF NORTH RICHLAND HILLS, TEXAS, a municipal corporation (hereinafter referred to as "City" or "Owner"), to be effective upon the date executed by the City.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. This signed Construction Agreement;
2. Any and all Addendum(s);
3. "Notice to Bidders" advertisement;
4. The Contractor's Bid Bid
5. Special Instruction to Bidders;
6. General Conditions of Bid #23-002;
7. Special Conditions of Bid #23-002;
8. The Specifications of Bid #23-002;
9. The Plans/Drawings of Bid #23-002;
10. Payment Bond;
11. Performance Bond; and
12. Insurance Certificate(s)

These contract documents form the construction agreement and are a part of this construction agreement as if fully set forth herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

II. THE WORKS

Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with the maintenance of Street Light Repairs ("work"), through Bid #23-002 in accordance with a Scope of Work in the form of **Specifications** for each service provided under this Contract. Each Scope of Work shall be incorporated

herein and governed by the terms and conditions of this contract.

III. TIME OF COMMENCEMENT; COMPLETION

Contractor shall commence work within ten (10) calendar days after receiving from City a Notice to Proceed for a work order. The Term of this Contract shall be for 12 months. The City shall have the option to renew this Contract for four (4) additional 12 month periods in accordance with Section 39 of the Special Conditions. The Date of Completion for the work shall be set forth in the Scope of Work for each service provided under this Contract.

IV. CONTRACT PRICE

The City shall pay the Contractor in currently available funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, a total amount not to exceed **ZERO THOUSAND ZERO HUNDRED ZERO AND 00/100 DOLLARS (\$000,000) ("Contract Price")**. Payment will be due upon completion of work and acceptance of the work by the City. Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for the specific Scope of Work for contracts less than four hundred thousand dollars (\$ 400,000.00) in total Contract Price. Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for the specific Scope of Work for contracts equal to or greater than four hundred thousand dollars (\$ 400,000.00) in total Contract Price. Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

V. CHOICE OF LAW; VENUE

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas.

No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the parties shall be entitled to reasonable attorney's fees that are necessary, equitable and just, in accordance with applicable law, and as awarded by a court of competent jurisdiction.

VI. INSURANCE

The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the

minimum amounts as specified in the general conditions and specifications of Bid #23-002, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner.

All required insurance certificates must be submitted prior to commencement of work.

VII. TERMINATION

A) Either party may terminate this Contract at any time for cause or convenience by providing ninety (90) days' written notice to the other party. Upon the receipt of such notice, Contractor shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for all supplies, assistance, facilities and materials in connection with the performance of this Contract and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Contract. Contractor shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

B) Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

VIII. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed or prevented by reason of war; civil commotion; acts of God; inclement

weather; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems;

or any other circumstances which are reasonably beyond the control of the party. Such party's performance shall be excused for the length of time the force majeure event lasts, provided that

party makes a reasonable attempt to resume performance upon conclusion of the force majeure

event, unless such performance has become legally impossible, in which case that party may terminate the Contract.

IX. CONFIDENTIAL INFORMATION

Contractor understands and acknowledges that Contractor will be provided with Owner information that may be confidential by law, rule, statute, ordinance or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of or access to, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims or damages caused by Contractor's breach of this confidentiality provision.

X. RIGHT TO AUDIT

During the term of this Contract, and at any time within three (3) years following the expiration of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by law.

XI. NOTICES

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

If to City:
City of North Richland Hills
Attn: Mark Hindman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76102
Email: mhindman@nrhtx.com
Phone: (817) 427-6004
With copy to the City Attorney at the same address.

If to Contractor:
Company Name: **GRIST SPECIAL INVESTMENTS, LLC**
Attn: **ROCK JULLIEN**
Email: **ROCK.JULLIEN@GRISTINVESTMENTS.COM**
Phone: **969-547-0234**

XII. DISPUTE RESOLUTION

Except in the event of termination pursuant to Section VII(B) of this Contract, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Contract, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within thirty (30) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order in injunction where such relief is necessary to protect its interests.

XIII. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This construction agreement, including the contract documents listed in Paragraph I represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This construction agreement may be amended only by written instrument signed by both City and Contractor.

XIV. EFFECTIVE DATE

This construction agreement, shall be effective upon the date of execution by the City of North Richland Hills City Manager.

IN WITNESS WHEREOF, the parties have executed this construction agreement upon the year and date indicated beneath their signatures hereto.

CITY OF NORTH RICHLAND HILLS

BY: _____

Mark Hindman, City Manager

DATE: _____

ATTEST:

Alicia Richardson,
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

COMPANY NAME.

BY: _____

Owners name

DATE: 10-14-2022

ATTEST: _____

TITLE: DIRECTOR OF OPERATIONS

NRH Council Action Y/N

Date Approved _____

Agenda No. _____

Ord /Res No. _____

It is the Contractors responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm the locations and to determine whether any additional facilities may be present. Contractor shall preserve and protect all underground facilities.

<u>UNDERGROUND FACILITY OWNER</u>	<u>TELEPHONE NUMBER</u>
ATMOS	811
ONCOR	811
AT&T	811
City of North Richland Hills	817.427.6440
Water/Sewer/Traffic/Storm Sewer	
Charter Cable	811

Contractor shall be responsible for supplying and placing all necessary barricades to conform to the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall provide one person with the authority to make decisions to be in charge of the project at all times. The person shall be at the work site at all times to coordinate all phases of the work

The Contractor may obtain water, at his cost, from any City fire hydrant by placing a deposit with the North Richland Hills Public Works Department for a fire hydrant meter. An approved fire hydrant wrench must be used to turn water on. Water shall not be obtained from a residential faucet.

PRIMARY CONTRACTOR

A work order will be issued by the Public Works Department for repairs. The primary contractor will have 10 working days to complete the work order. The 10 day completion period for the work order may be extended by the Public Works Department due to adverse weather conditions or due to the scope of the work. The Public Works Department will approve any extensions to the 10 day completion period. This extension must be requested in writing by the contractor before the 10 day completion date.

If the work order is considered a major rehabilitation project, the Public Works Superintendent will provide a completion date.

The primary contractor may refuse the work order due to existing work load or other circumstances and therefore the Public Works Department shall use the secondary contractor.

If a secondary contractor is awarded, then the secondary contractor shall be required to honor the primary contractor's pricing.

SECONDARY CONTRACTOR

A secondary contractor will be used when the primary contractor cannot accomplish the requested work order within 10 consecutive days or when the primary contractor has refused the work order due to workload. The 10 days shall start once the work order is issued to the contractor by the Public Works Department.

The Public Works Department will notify the contractor's representative that a work order or a project is ready to start. The work order will be issued to the contractor's representative and the ten day completion period will start. If after notification of the work order has been given to the primary or secondary contractor and the contractor fails to acknowledge the issuance of the work order within 24 hours during the Monday- Friday work week, the Public Works Department shall notify the contractor by written notification that the contractor is not meeting the contract agreement.

The 10-day completion period for the work order may be extended by the Public Works Department due to adverse weather conditions or due to the scope of work. The Public Works Superintendent will approve any extensions to the 10 day completion period. This extension must be requested in writing by the contractor before the 10 day completion date.

The contractor (primary or secondary) shall notify the Public Works Department daily as to which work orders or projects they are working on. If the contractor is not working in the City, the contractor shall notify the Public Works Department on work orders issued to the contractor (primary or secondary) that are expected to exceed the 10 day completion period due to the scope of the project. The following Means/Productivity for Concrete Contractors will be used to determine the number of days assigned for completion of the project:

Means/Productivity for Concrete Contractors

Sidewalk	100 Linear Feet (4 Ft Wide)	1 Day
Driveway (Single)	2 Each	1 Day
Driveway (Double)	1 Each	1 Day
Handicap Ramp	2 Each	1 Day
Curb/Gutter	100 Linear Feet	1 Day
Concrete Pavement	2,500 Square Feet	1 Day
Valley Pan (Half)	1 Each	2 Days
Valley Pan (Whole)	1 Each	1 Day
Backfill/Wreck Forms	1 Each	1 Day
Storm Drain Inlet	1 Each	1 Day
Headwall	100 Face Feet	1 Day

All construction work shall be inspected by the Public Works Department. No Portland concrete shall be placed until an inspection is done by the Public Works Department. If the contractor fails to have the work inspected before the concrete is in place, the contractor shall remove the concrete at the contractor's expense.

All construction work shall be in accordance with the City of North Richland Hills Public Works Design Manual and the Standard Specifications for Public Works Construction for the North Central Texas (North Central Texas Council of Governments) Design Manual. The contractor shall meet all specifications as outlined by these two manuals.

The contractor shall notify a one call utility notification center and the City of North Richland Hills Utility Department to locate all utility lines and facilities prior to the start of construction. Confirmation numbers shall be noted on the work order.

PAY ITEM SPECIFICATIONS

Construction shall be in accordance with the plans, contract documents and the provisions found in the most current City of North Richland Hills Specifications for the Construction of Streets and Specifications for the Design and Construction of Curb & Gutters, Driveways, Sidewalks and Valley Gutters, which are hereby made a binding part of the contract documents.

WORK

The Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, traffic control devices, superintendence, labor, services, insurance, and all water, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. All materials shall be new and workmanship shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contractor agrees that the City of North Richland Hills Public Works Department has the right to make all final determinations as to whether the work has been satisfactorily completed and meets all specifications.

SITE OBSERVATION

Public Works shall make periodic visits to the site to familiarize them self with the progress of the executed work and to determine if such work meets the requirements of the specifications and contract documents.

Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Public Works, whether called to the Contractor's attention or not. Shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said plans and specifications.

DURATION OF AGREEMENT AND PRICE ADJUSTMENTS

The successful bidder will be awarded a twelve (12) month agreement effective the date of award. Prices are to remain firm for the twelve (12) month agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve month (12) month periods at a price proposed by the contractor. The Contractor shall submit the renewal Bid with price changes and justification to the Purchasing Department at least sixty (60) days before the expiration of the current agreement. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 5%, whichever is smaller. Renewal shall be at the sole discretion of the City of North Richland Hills departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Manager and must be corrected within 10 days from date of notification. After three non-conformance complaints the contract may be subject to cancellation.

The quantities listed are estimated quantities using the best information available. The City reserves the right to choose the items that will be purchased and to purchase more than or less than the quantities listed.

PAYMENTS FOR WORK

Public Works shall review Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and approve, in writing, payment to Contractor.

Curb and gutter or any other type of concrete repair that is constructed by the Contractor, which pond water more than 1/4-inch in depth shall be removed and replaced at the sole expense of the Contractor, including all labor and materials. At locations where grade (fall) is critical, the Contractor will be allowed (and encouraged) to test the flow of gutter lines with a small amount of water prior to the concrete attaining a final set. Grinding to eliminate ponding will be allowed on a very limited basis. Contractor will not be allowed to use grout or other concrete patch matching material to correct grade breaks or to refinish exposed concrete aggregate.

Forms shall remain in place a minimum of two days after placing of concrete, however in some instances (such as on inlet tops), forms may be required to remain a minimum of seven days. Once forms are removed, the area surrounding or abutting the new concrete shall be backfilled.

The Contractor will be responsible for all labor, materials and equipment required to protect the construction area with barricades and signs.

All pavement, curb and gutter, driveway, valley gutter, handicap ramps, curb inlets, head walls, and sidewalk saw-cuts shall be included in the unit price bid for related items.

The Contractor shall be responsible for all costs to construct pay items and must furnish their own dump site for waste material removed.

Contractor shall submit to the Public Works an elevation profile for each specific repair location if requested from Public Works.

The City of North Richland Hills Street Division will furnish asphalt street repairs.

EXTENSION OF TIME

Contractor shall give the Project Manager immediate notice in writing of any delay in completion of project. If the Owner decides an extension of time is justified, the Project Manager shall issue a written extension of time for completing the work. Extension shall be sufficient to compensate for the delay.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

The Contractor agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of One Hundred Ninety-Three Dollars and 80 cents (\$193.80) (daily liquidated damages rate) for each calendar day after the agreed Date of Substantial Completion that the work remains not substantially complete. Both parties have had the opportunity to assess the basis upon which the daily liquidated damages rate is based, and such rate is agreed upon as the proper measure of liquidated damages that represents a reasonable and fair estimate of damages which the Owner will sustain per diem by the failure of the Contractor to complete the work at the time stipulated in the contract. This sum is not to be construed in any sense as a penalty. The written acceptance of this calculation, which is separately agreed to by the parties, shall be incorporated into this contract.

PRICE OF WORK

The Owner agrees to pay the Contractor for furnishing of all necessary labor, equipment and material, and the satisfactory completion of all work, the prices set forth in the Bid hereto attached, which has been made a part of this contract. All materials embraced in the completion of this Contract must be in full conformity with the specifications and stipulations herein contained.

USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, and use shall not be deemed an acceptance of any work not completed in accordance

SCOPE OF WORK

The unit price bid for each item, 1 through 19, shall be full compensations for all labor, equipment, tools, materials, excavation, saw-cuts, curing compound and incidentals necessary to complete the work. All work for each item must be in accordance with these Plans, Specifications and the City of North Richland Hills Ordinances and Design Manual and the Standard Specifications for Public works Construction for North Central Texas.

ITEM 1: REMOVE AND REPLACE VALLEY GUTTER – 4,000 sq. ft. at various Locations.

Saw-cut and remove existing valley gutter and construct new Class A (3,000 psi-28 day) concrete valley gutter. Includes pavement saw cuts.

The payment for curbs on valley gutters to be included in the unit price bid for valley gutters.

ITEM 2: REMOVE AND REPLACE REINFORCED 4' CONCRETE SIDEWALK - 2,500 sq. ft. at various locations

Saw-cut and remove existing sidewalk and construct new Class A (3,000 psi 28 day) 4" thick concrete sidewalk. Light broom finish will be required.

Sidewalks must comply with all requirements of Texas Accessibility Standards.

ITEM 3: REMOVE AND REPLACE REINFORCED 5' CONCRETE SIDEWALK – 800 sq. ft. at various locations

Saw-cut and remove existing sidewalk and construct new Class A (3000 psi-28 day) 4" thick concrete sidewalk. Light broom finish will be required.

Sidewalks must comply with all requirements of Texas Accessibility Standards. See Figure 11P-3

ITEM 4: CONSTRUCT HANDICAP RAMP – 10 each at various locations

Saw-Cut and remove existing curb & gutter and sidewalk as required and construct new Class A (3,000 psi-28 day) concrete handicap ramp. Includes pavement saw cuts. Light broom finish will be required. Curb ramps must comply with all requirements of Texas Accessibility Standards.

ITEM 5: REMOVE AND REPLACE CONCRETE CURB AND GUTTER - 8,100 linear feet at various locations

Saw-cut and remove existing curb & gutter and construct new Class A (3,000 psi-28 day) concrete curb & gutter. Includes pavement saw cuts.

Light broom finish will be required.

ITEM 6: REMOVE AND REPLACE DRIVEWAY FLOW LINE – 8,000 sq. ft. at various locations

Saw-cut and remove existing driveway flow line and construct new Class A (3,000 psi-28 day) concrete driveway flow line. Includes pavement saw cuts.

ITEM 7: REMOVE AND REPLACE DRIVEWAY APPROACH – 30,000 sq. ft. at various locations

Saw-cut and remove existing driveway approach and construct new Class A (3,000 psi-28 day) concrete driveway approach. Includes pavement saw cuts. Limit of driveway approach is from the street asphalt concrete pavement to the property line. Light broom finish will be required. **See figure DW-M**

ITEM 8: REMOVE AND REPLACE INLET EAR - 150 linear feet at various locations
Saw-cut and remove existing inlet ear (the curb leading into the box) and construct new Class A (3,000 psi-28 day) concrete inlet ear. Includes pavement saw cuts.

ITEM 9: REMOVE AND REPLACE CONCRETE PAVEMENT 5" INCH THICK – 2500 square feet at various locations
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

ITEM 10: REMOVE AND REPLACE CONCRETE PAVEMENT 6" INCH THICK – 50,000 square feet at various locations
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

ITEM 11: REMOVE AND REPLACE CONCRETE PAVEMENT 7" INCH THICK – 1,500 square feet at various locations
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

ITEM 12: REMOVE AND REPLACE CONCRETE PAVEMENT 8" INCH THICK – 5,000 square feet at various locations
Saw-cut and remove existing pavement and construct new Class A (3,600 psi-28 day) concrete pavement. Includes pavement saw cuts. Broom finish required.

ITEM 13: REMOVE AND REPLACE STANDARD TEN FEET CURB INLET – 1 each, 4 feet deep at various locations
Saw-cut and remove existing curb inlet and construct new Class A (3,000 psi-28 day) concrete curb inlet. Includes pavement saw cuts. Broom finish required.

ITEM 14: REMOVE AND REPLACE STANDARD TEN FEET CURB INLET TOP – 1 each at various locations
Saw-cut and remove existing curb inlet and construct new Class A (3,000 psi-28 day) concrete curb inlet top. Includes pavement saw cuts. Broom finish required.

ITEM 15: REMOVE AND REPLACE VARIABLE WIDTH CONCRETE FLUME- 150 sq. ft. as needed
Saw-cut and remove existing concrete flume of variable widths and construct new Class A (3000 psi-28 day) concrete flume. Side slopes and existing grade will determine curb height on each side. **150 sq. ft. as needed** see Figure 5D

ITEM 16: REMOVE AND REPLACE CHANNEL HEAD WALL – 100 face feet at various locations
Saw-cut and remove existing channel head wall and construct new Class A (3,000 psi-28 day) concrete channel head wall. Includes pavement saw cuts. Broom finish required.

**ITEM 17: FURNISH & INSTALL REINFORCED CONCRETE RETAINING WALL
(8" – 18")- 100 face feet at various locations**

Retaining walls shall be constructed as shown on the plans and in NRH Detail 2012-11P4. Payment shall be by the linear foot of retaining wall. The integral sidewalk or driveway shall be paid for under those respective bid items.

Reinforced concrete shall be constructed with 3,000 psi Class "A" Portland Cement Concrete. CONTRACTOR shall provide a sample of proposed painting technique to be used on the wall, which shall match the color scheme established on the existing Rufe Snow bridge over IH 820. Paint scheme / technique shall be approved by City representative prior to application.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per linear foot of retaining wall as measured along the face of wall, including excavation, concrete, reinforcing steel, filter fabric, drainage pipe or weep holes, form liner, and painting complete in place.

**ITEM 18: REMOVE AND REPLACE REINFORCED CONCRETE CHANNEL
LINER- 200 sq. ft. as needed**

Saw-cut and remove existing reinforced concrete channel liner and construct new Class A (3000 psi-28 Day) reinforced concrete channel liner. Includes pavement saw cuts. See Figure 3D.

ITEM 19: MINIMUM FEE PER WORK ORDER

Minimum mobilization and remove/replacement fee per work order.

.NON-PAY ITEMS SPECIFICATIONS

1. The contractor is responsible for all property restoration (yards, street right-of-ways). This includes backfilling, top-soil, grass, mail boxes, irrigation systems, sprinkler heads, sign posts, signs or any other structures located on property or in the street right-of-way.

All irrigation damages, repairs or relocations shall be done by a licensed irrigation company or person. Backfill material and top-soil shall be approved by the Public Works Department. The contractor is responsible for readjustment of sprinkler heads, mailboxes, or any landscaping to match new grades at the repair site.

The yard or street right-of-ways shall be restored to the original condition or better using sod of the same type grass that was removed from that area. All spoil dirt shall be removed from the surrounding area. The new sod shall be laid edge to edge to give full coverage unless property owner request gaps be left between the sod pads. Cut-in edges of pads to match existing ground elevations. The new sod pads shall be laid brick layer staggered fashion to prevent erosion.

If yard restoration occurs during the non-growing months of November to March, a winter grass such as rye shall be planted to hold the soil. The Contractor shall complete

the yard restoration by planting the new sod in the month of April. Working day charges will be stopped when the project is substantially complete, but two percent (2%) of the contract price will be retained until new sodding and yard restoration is complete. If sodding and yard restoration is not completed by April 15, working day charges will be resumed on April 16, and will continue until yard restoration is complete.

If yard is equipped with an irrigation system, caution should be taken to preserve the system. If a portion of the irrigation system is damaged, it will be the responsibility of the Contractor, as part of the yard restoration, to repair or replace all broken parts and have the owner test the repaired system. No direct payment shall be made for the yard restoration. Payment shall be included in the unit price bid for related items.

2. Impervious membrane curing compound shall be applied uniformly to the concrete promptly after the surface water sheen has disappeared. The membrane shall be in one application at a rate of not less than that recommended by the manufacturer. The concrete surface to which membrane curing compound has applied shall be protected from abrasions or damage, which results in perforation of the membrane film during the first seventy-two (72) hours after application.

No direct payment shall be made for furnishing and applying curing compound. Payment shall be included in the price bid for related items.

3. **Contractor shall be responsible for supplying and replacing the barricades and shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).**

No direct payment shall be made for the supplying and replacing of barricades. Payment shall be included in the unit price bid for related items.

4. The Contractor shall repaint curb addresses on the new curb returns, if the addresses were painted on the old driveway curb returns. Paint color and/or size shall match original. No direct payment shall be made for painting curb addresses.
5. The contractor shall submit to the Public Works Department an elevation profile for each specific repair location. The elevation profile shall be submitted on standard approved plan sheets and shall reflect the existing grades and the new proposed grades. All elevation points shall be a maximum of 5 feet apart longitudinal and transverse. A bench-mark shall be established at all locations of repairs. Approval of the elevation profile shall be made prior to the start of repairs. The contractor shall submit to the Public Works Superintendent, an elevation profile for yard restoration or landscaping. The profile may also include any other associated areas in order to make the correct repair.
6. All concrete and asphalt adjacent to the repair site will be saw cut as marked by the Public Works Department. Asphalt will be saw cut to create a repair so that once the asphalt is excavated and replaced a match will be made to the new grade of the repair. All pavements will be saw cut to a minimum of 4 inches in depth. The greater the change in grade of the repair, the more saw cutting of the pavement will be required. Some repair areas will require the contractor to saw cut the pavement area beyond the actual repair point. This saw cutting will allow the Public Works Department to remove the pavement area and replace to match the new grade of the actual concrete repair point.
7. It is the contractor's responsibility to minimize sediment travel onto adjacent property or streets. Erosion control must be in place as shown on the plans or as directed by the Street Supervisor. The erosion control is to be maintained until sod has been established.
8. The contractor shall remove all excess spoils from the road. There will be no overnight stock piling of materials either new or spoiled within the Public Rights of Way without prior approval.
9. **The contractor shall seal all the sawed edges and joints with elastomeric material to prevent moisture from entering under the new concrete.**

BID FORM
BID # 23-002

The general intent of this contract is to provide concrete repairs and replacement as required for the Street Division of the City of North Richland Hills. If these terms are not agreeable to Contractor, please provide explanation in the space provided on the bid form.

Public Works shall have the responsibility of the supervision of the construction. All lines, grades, sub-grade and reinforcing steel placement must be checked by the Public Works.

ITEM #	EST. QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	4,000 SF	Remove and replace valley gutter, complete in place.	\$ <u>17.00</u>	\$ <u>68,000.00</u>
2.	2,500 SF	Remove and replace reinforced 4' concrete sidewalk, complete in place.	\$ <u>15.00</u>	\$ <u>37,500.00</u>
3.	800 SF	Remove and replace reinforced 5' concrete sidewalk, complete in place.	\$ <u>13.00</u>	\$ <u>10,400.00</u>
4.	10 Each	Install handicap ramp, complete in place.	\$ <u>2500.00</u>	\$ <u>25,000.00</u>
5.	8,100 LF	Remove and replace concrete curb and gutter, complete in place.	\$ <u>57.00</u>	\$ <u>461,700.00</u>
6.	8,000 SF	Remove and replace driveway flow line, complete in place.	\$ <u>16.00</u>	\$ <u>128,000.00</u>
7.	30,000 SF	Remove and replace driveway approach, complete in place.	\$ <u>15.00</u>	\$ <u>450,000.00</u>
8.	150 LF	Remove and replace curb inlet ear or return, complete in place	\$ <u>45.00</u>	\$ <u>6750.00</u>
9.	2,500 SF	Remove and Replace Concrete Pavement, complete in place- 5" thick	\$ <u>12.00</u>	\$ <u>30,000.00</u>
10.	50,000 SF	Remove and replace concrete pavement, complete in place- 6" thick	\$ <u>12.00</u>	\$ <u>600,000.00</u>
11.	1,500 SF	Remove and replace concrete pavement, complete in place- 7"	\$ <u>15.00</u>	\$ <u>22,500.00</u>

BID FORM CONTINUED
BID # 23-002

ITEM #	EST. QTY.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12.	5,000 SF	Remove and replace concrete pavement, complete in place- 8" thick	\$ <u>13.50</u>	\$ <u>67,500.00</u>
13.	1 Each	Remove and replace standard curb inlet, complete in place.	\$ <u>800.00</u>	\$ <u>800.00</u>
14.	1 Each	Remove and replace standard curb inlet top, complete in place.	\$ <u>5000.00</u>	\$ <u>5000.00</u>
15.	150 SF	Remove and replace variable width concrete flume, complete in place.	\$ <u>16.00</u>	\$ <u>2400.00</u>
16.	100 Face FT	Remove and replace channel head wall, complete in place.	\$ <u>100.00</u>	\$ <u>10,000.00</u>
17.	100 Face FT	Furnish and install reinforced concrete retaining wall (8"- 18")	\$ <u>100.00</u>	\$ <u>10,000.00</u>
18.	200 SF	Remove and replace reinforced concrete channel liner, complete in place.	\$ <u>13.00</u>	\$ <u>2,600.00</u>
19.	1 Lump Sum	Minimum fee per work order.	\$ <u>1000.00</u>	\$ <u>1000.00</u>

GRAND TOTAL \$ 1,946,350.00

SECONDARY AWARD:

Would you, be willing to accept a Secondary Award to provide materials/services in the absence of the primary contractor at the prices submitted on this bid form?

☒ Yes ☐ No

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will at no time be pleaded either a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

COMPANY: CARLOT Studios INTERACTIVE LLC

ADDRESS: 1117 E. Walnut Street

CITY, STATE & ZIP: CARLETON, TX. 79040

TELEPHONE: 469.543.0234

FAX: N/A

EMAIL: Mike.Funz@CARLOTSTUDIOS.COM

SIGNATURE: Guillermo E. Funz

PRINTED NAME: Guillermo E. Funz

DATE: 10-18-2022

BIDDER'S STATEMENT OF QUALIFICATIONS

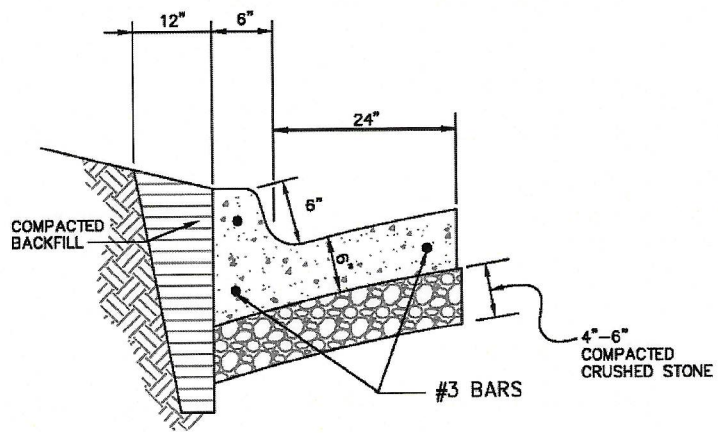
1. Has your company worked under an annual contract for any cities in this field of work? If yes, please provide at least three references that equate to the required three years of experience (name, address, phone number, e-mail).
2. Please provide your company's years of experience in this field of work. Provide contact information and a project listing.
3. Describe any past relationships with the City of North Richland Hills.
4. Describe your company's equipment inventory (excavation, dump trucks, pavement saws, vehicles, etc.)
5. What is the number of employees for this company?
6. Will you be using any sub-contractors? If yes, please provide their contact information and their years of experience.
7. Please provide your company's location for storing equipment and materials. Can City staff visit the location?
8. Please provide evidence that your company is financially stable.
9. Describe your company's current workload.
10. Elevation profiles are required for each specific repair location. Do you have a qualified person to meet this requirement? Please provide examples of your company's work in this area (examples could include profile sheets, plan sheets, etc.).
11. Please provide a past traffic control plan that your company created on projects such as this.
12. Please describe how you would handle a situation if your company damaged a gas pipeline during excavation.
13. Have you ever been removed from a project for failure of completion?
14. Provide the recent date of your company's training for curb ramp installation (please provide documentation).
15. Provide documentation that your company is carrying Workers' Compensation.
16. The contractor is required to execute a performance bond in the amount of 100% of the total contract price. Can your company meet this requirement?

17. Please provide picture documentation of recent work in this field. Pictures showing curb/gutter repairs, driveway repairs and pavement repairs. Provide the address of each picture's location.

Provide all documents with your Bid. All questions must be answered and complete. The City will use this information to help in determining if a bidder is qualified.

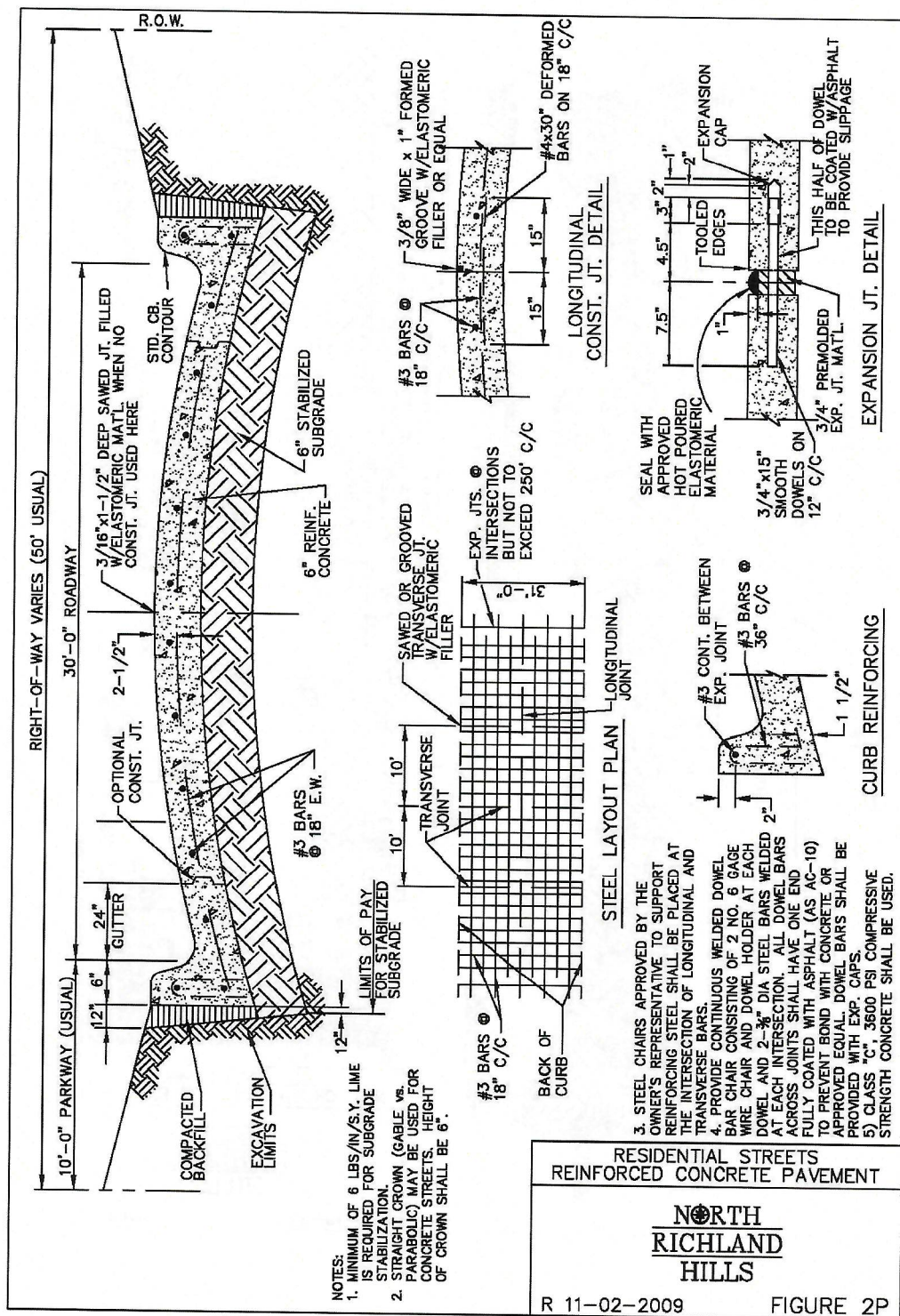
DRAWINGS

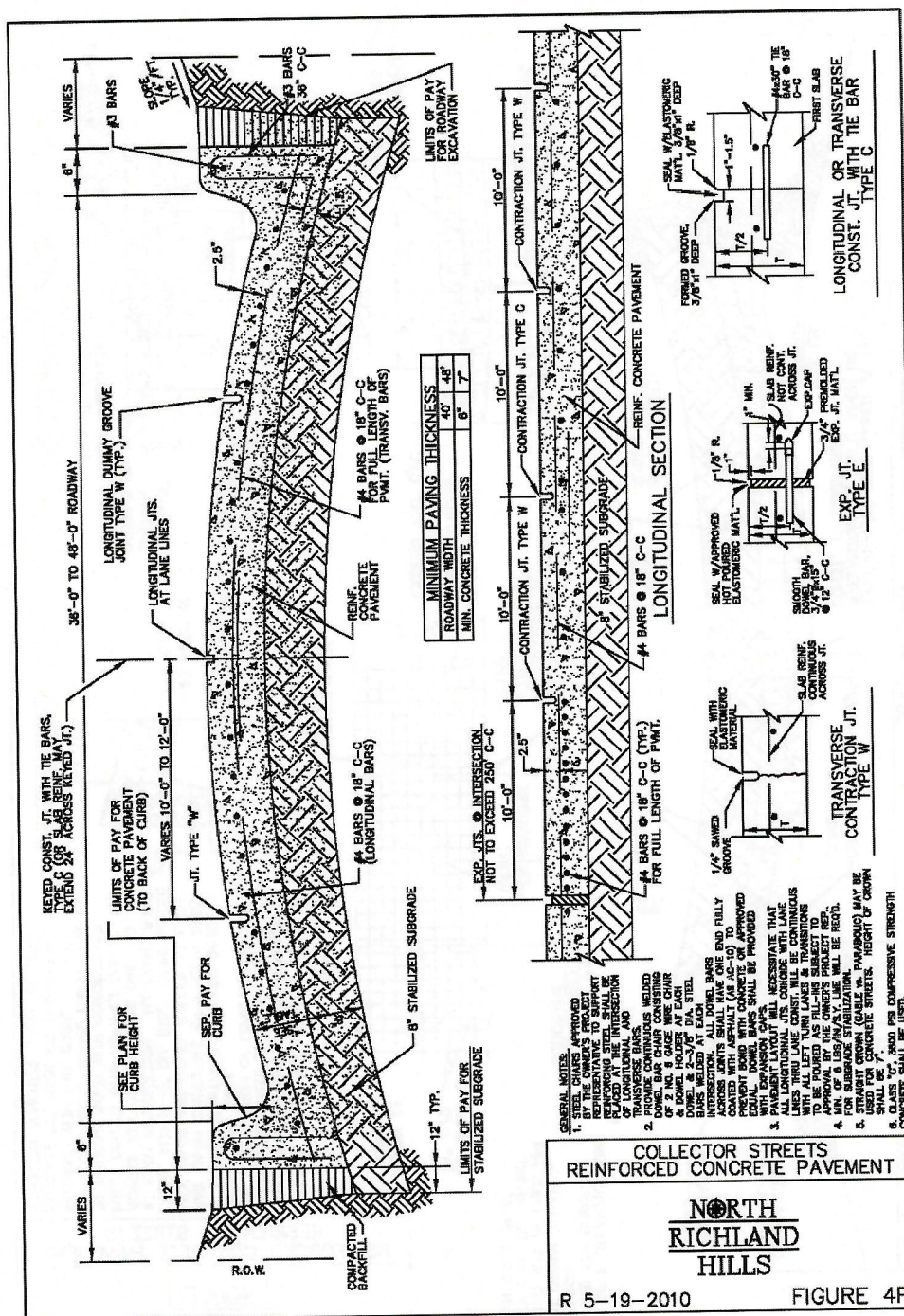
Deviations from the Detail Drawings or to the referenced Specifications must be approved by the designated city representative prior to proceeding with construction.



TYPICAL CURB / GUTTER
REPLACEMENT

NORTH
RICHLAND
HILLS





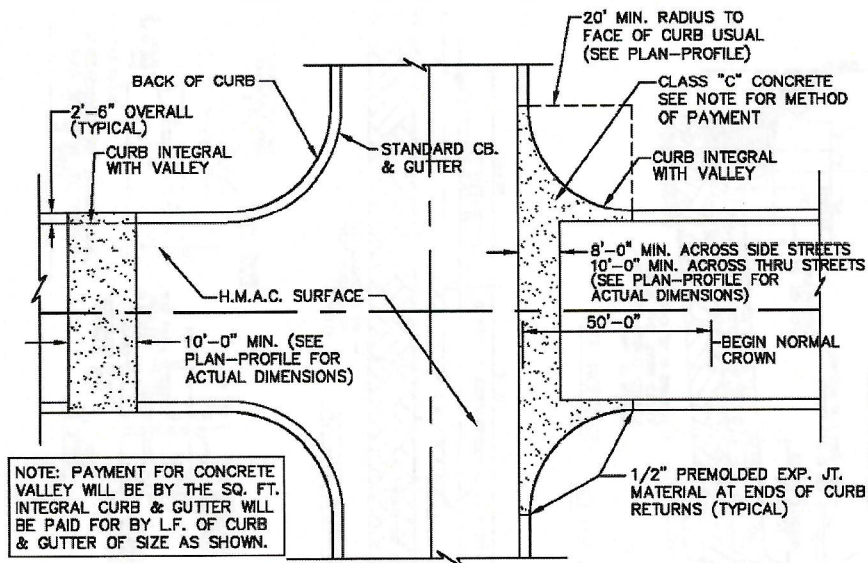
COLLECTOR STREETS
REINFORCED CONCRETE PAVEMENT

NORTH
RICHLAND
HILLS

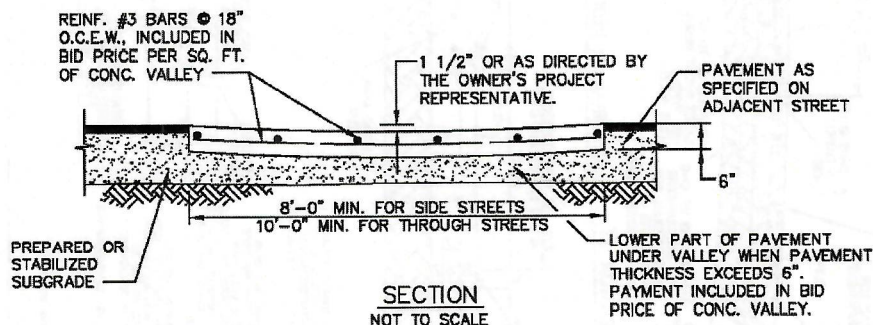
R 5-19-2010

FIGURE 4P





PLAN
NOT TO SCALE



SECTION
NOT TO SCALE

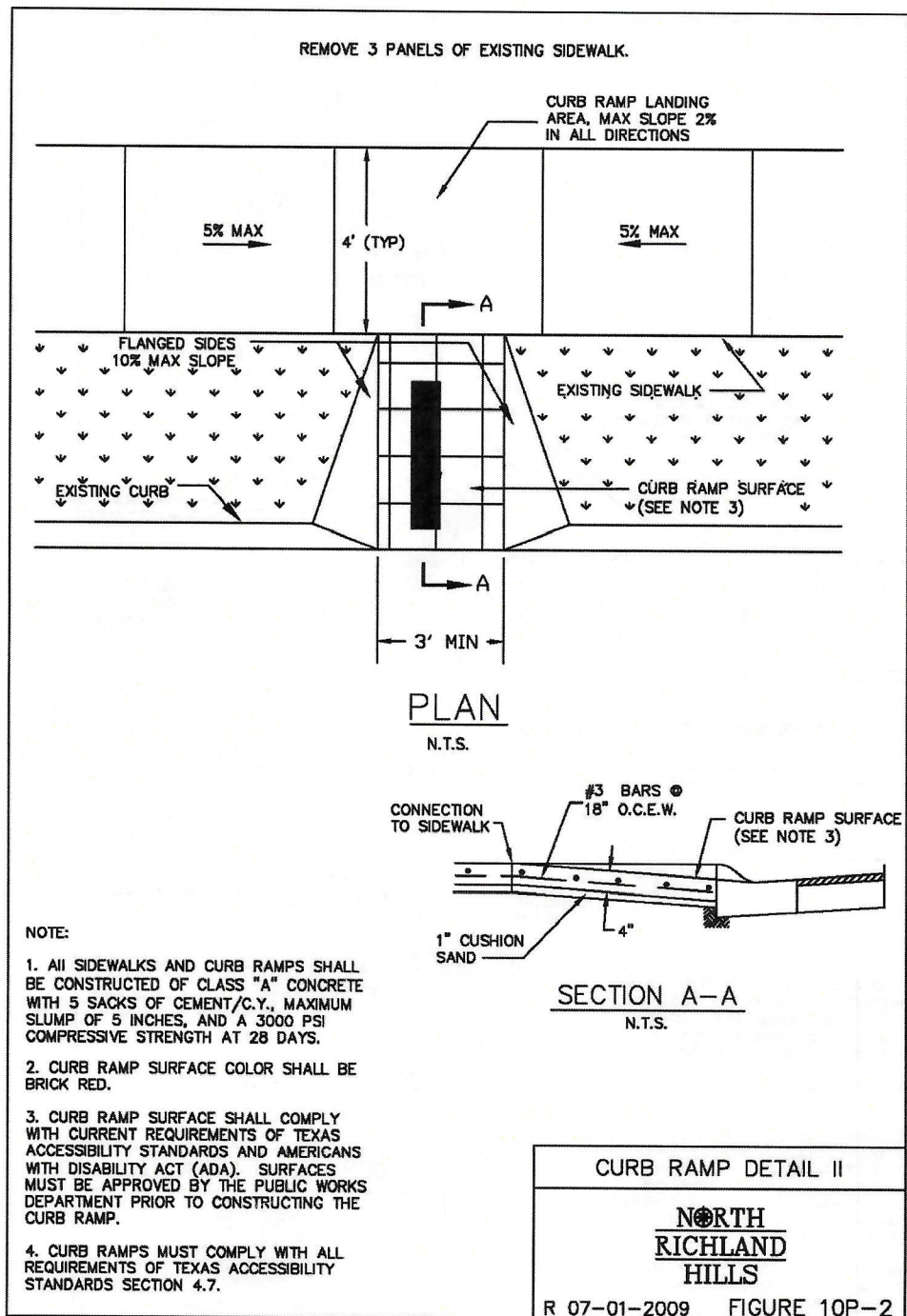
CROWN TRANSITION FOR CONCRETE VALLEY			
DISTANCE FROM Q. OF VALLEY	CROWN		
	6"	7"	8"
0'	0.000'	0.000'	0.000'
5'	0.167'	0.167'	0.167'
10'	0.290'	0.290'	0.290'
20'	0.445'	0.445'	0.485'
30'	0.500'	0.540'	0.580'
40'	0.500'	0.583'	0.635'
50'	0.500'	0.583'	0.667'

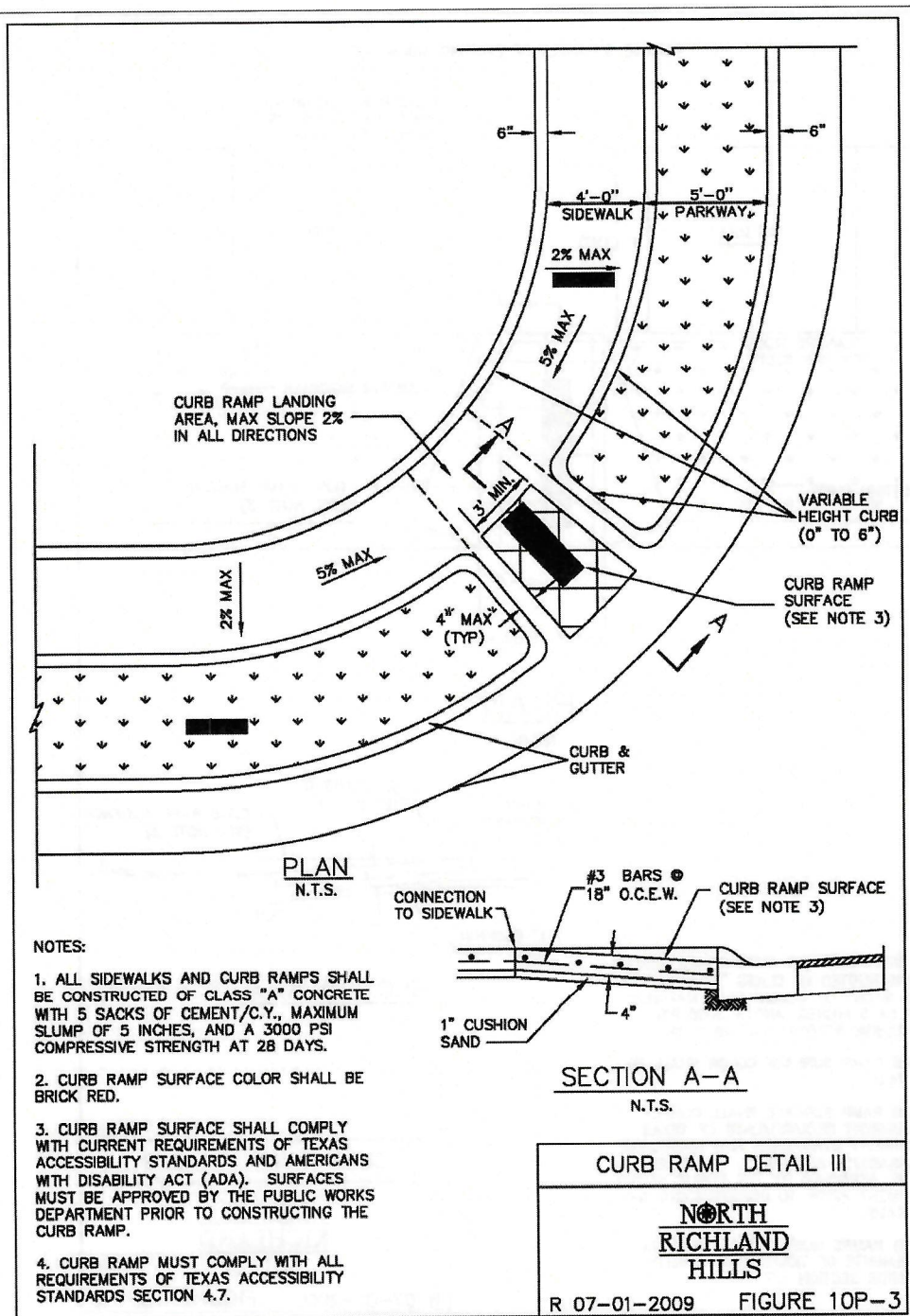
CONCRETE VALLEY DETAILS

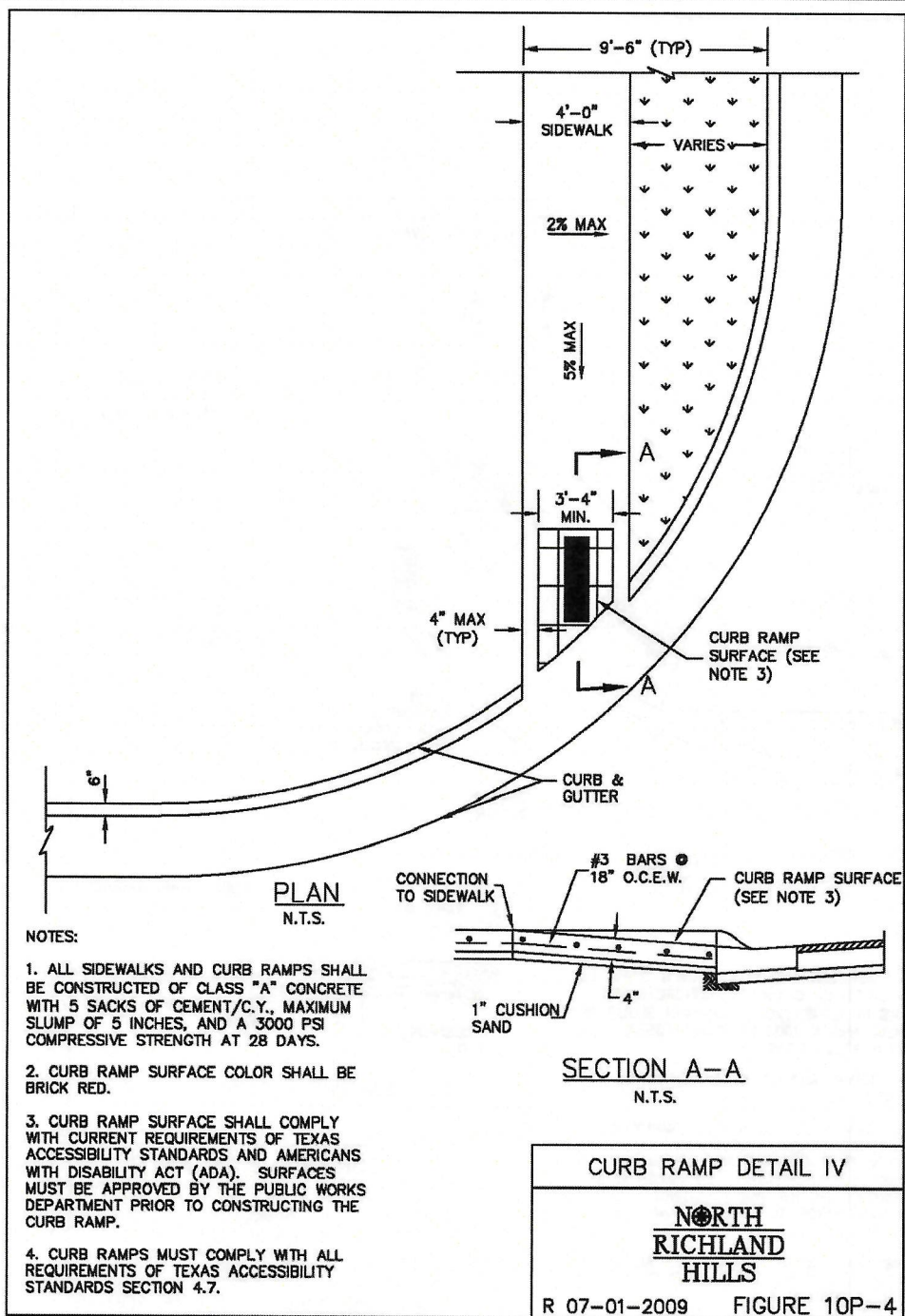
**NORTH
RICHLAND
HILLS**

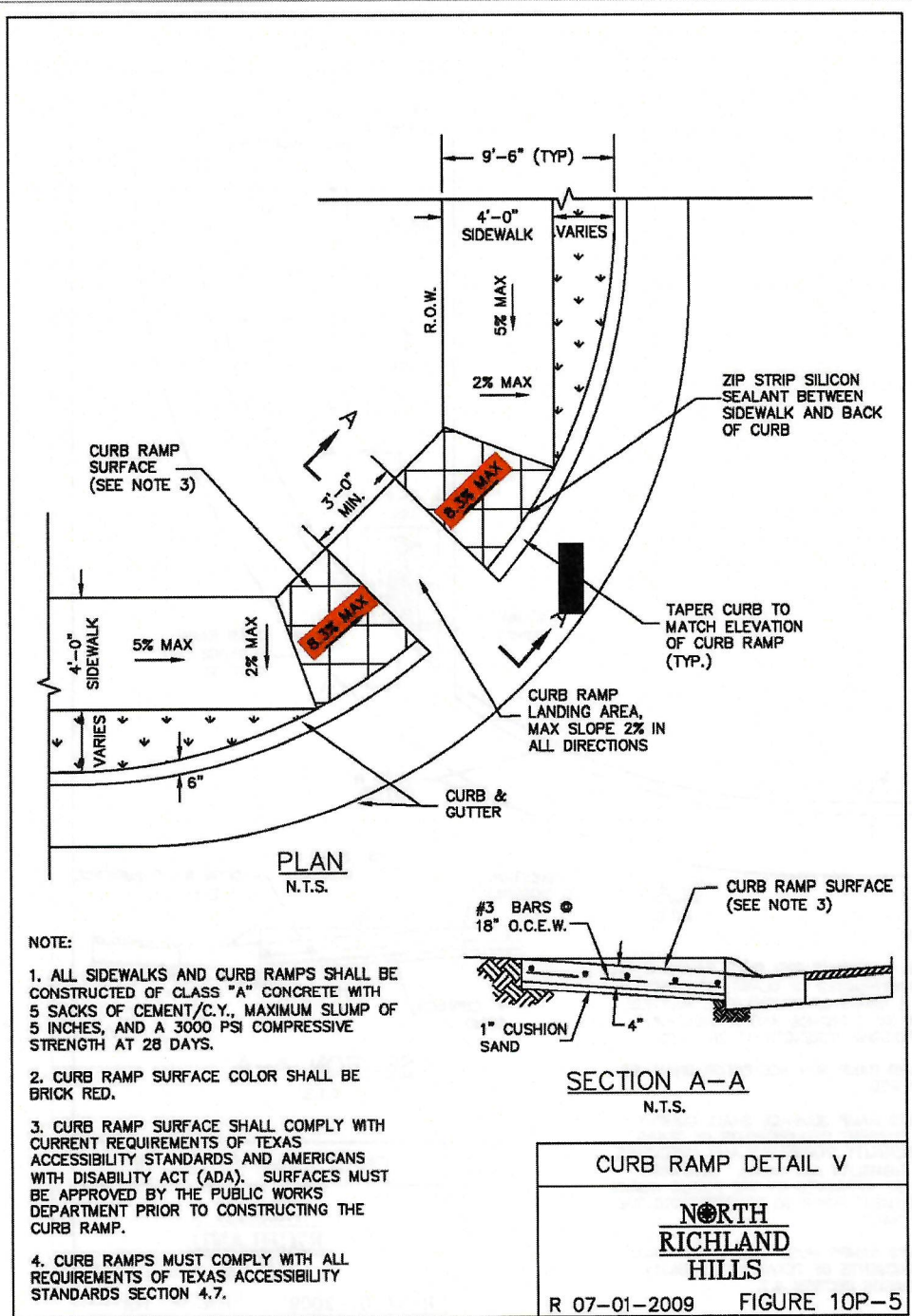
R 07-01-2009

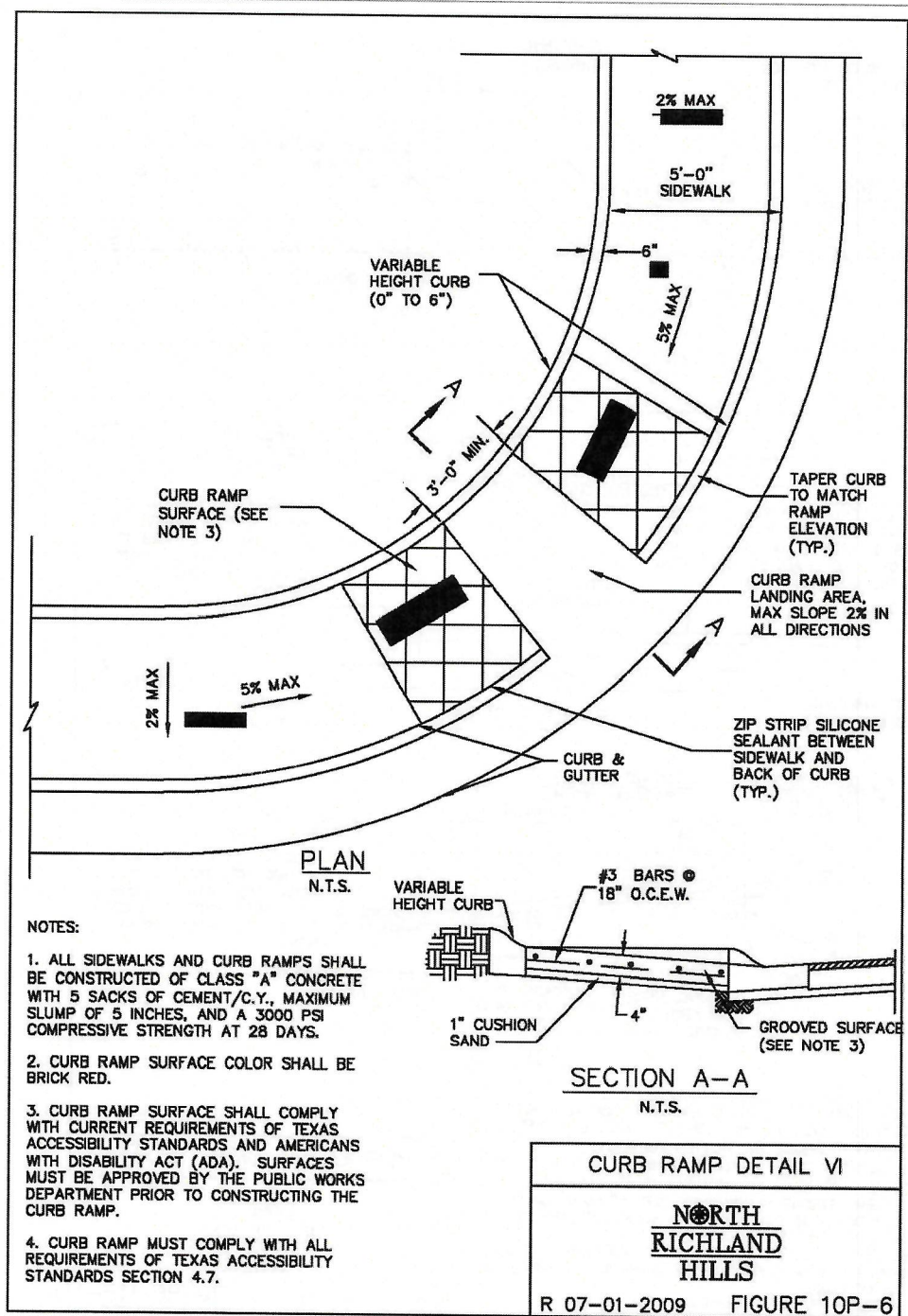
FIGURE 9P

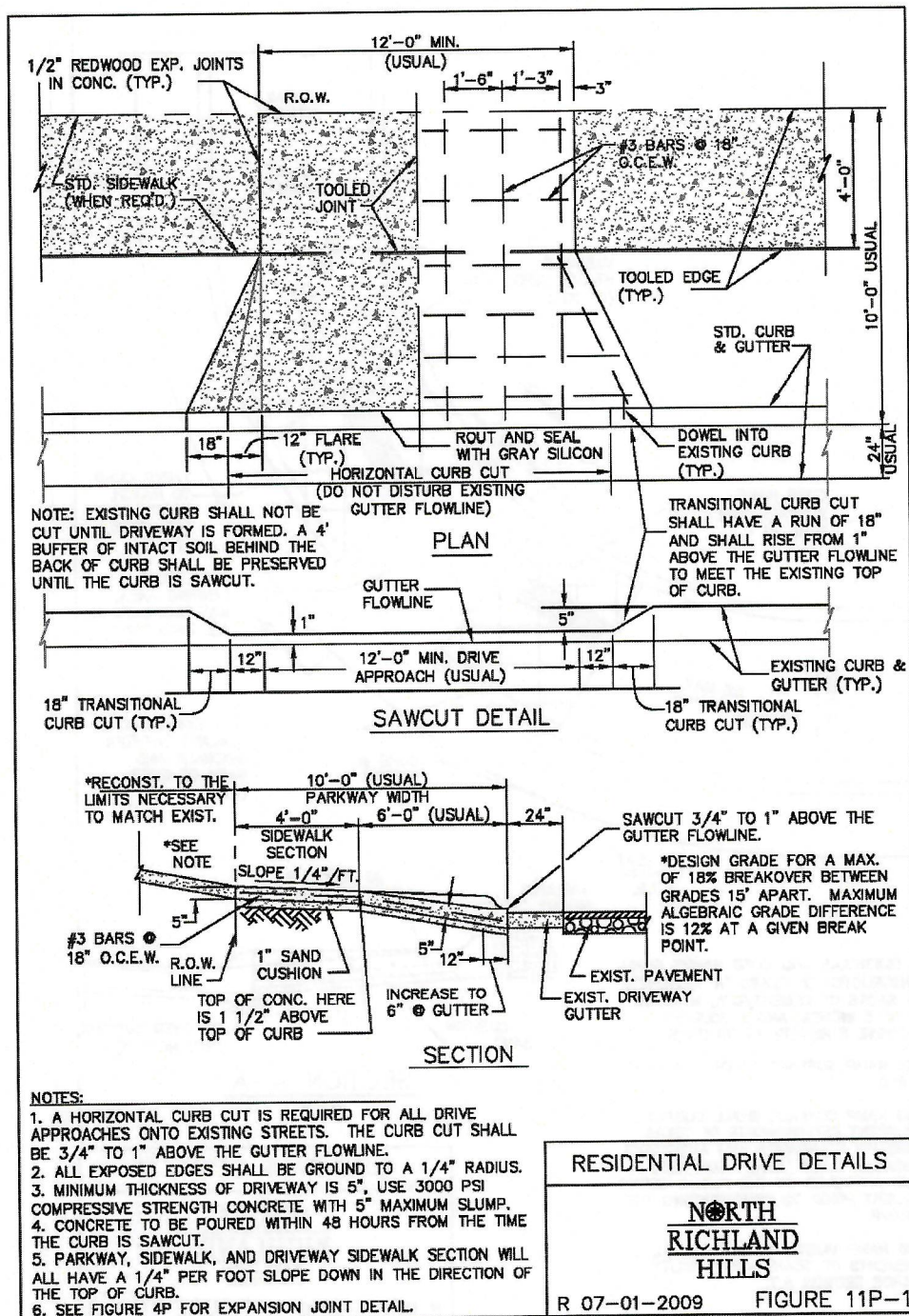


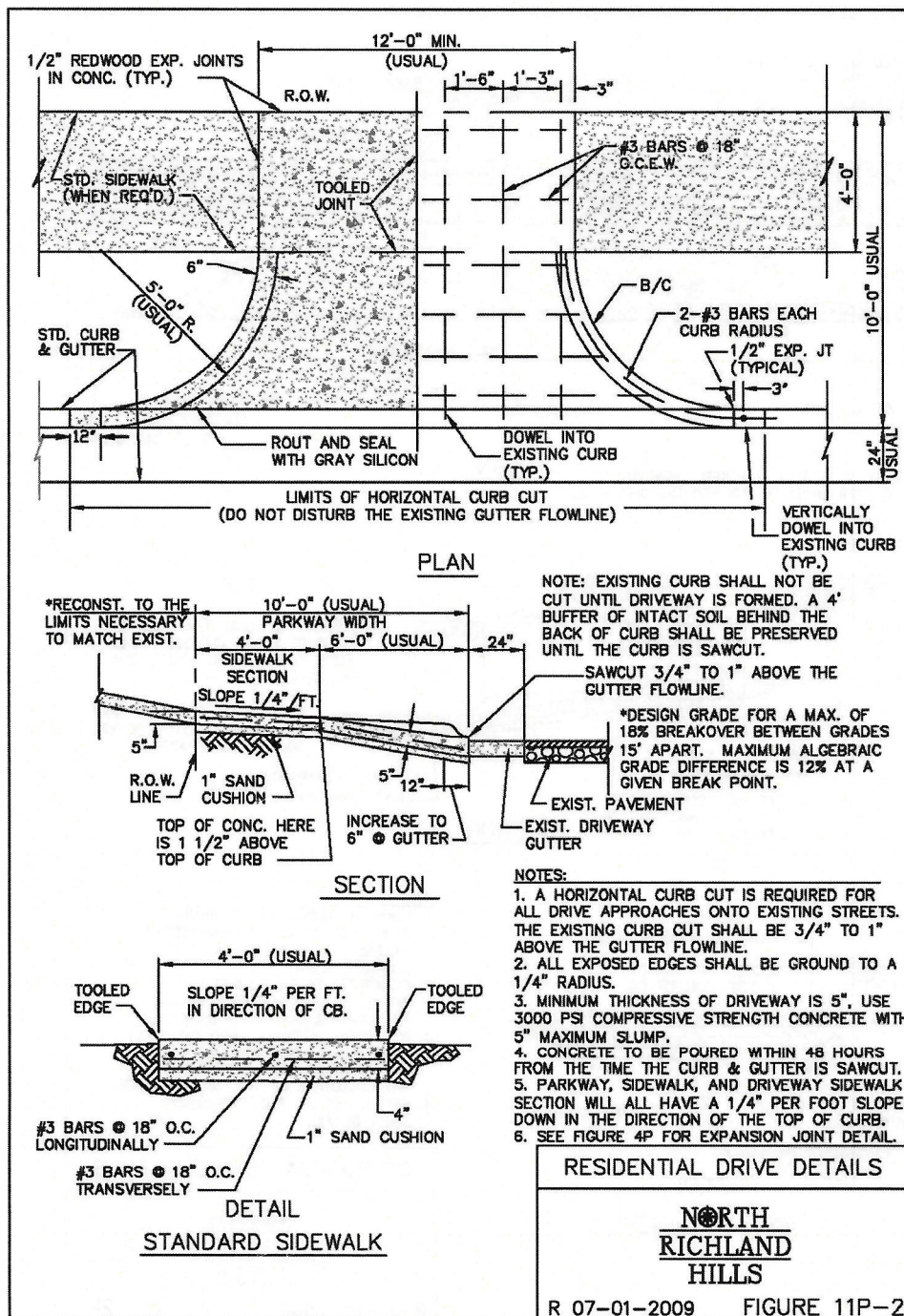


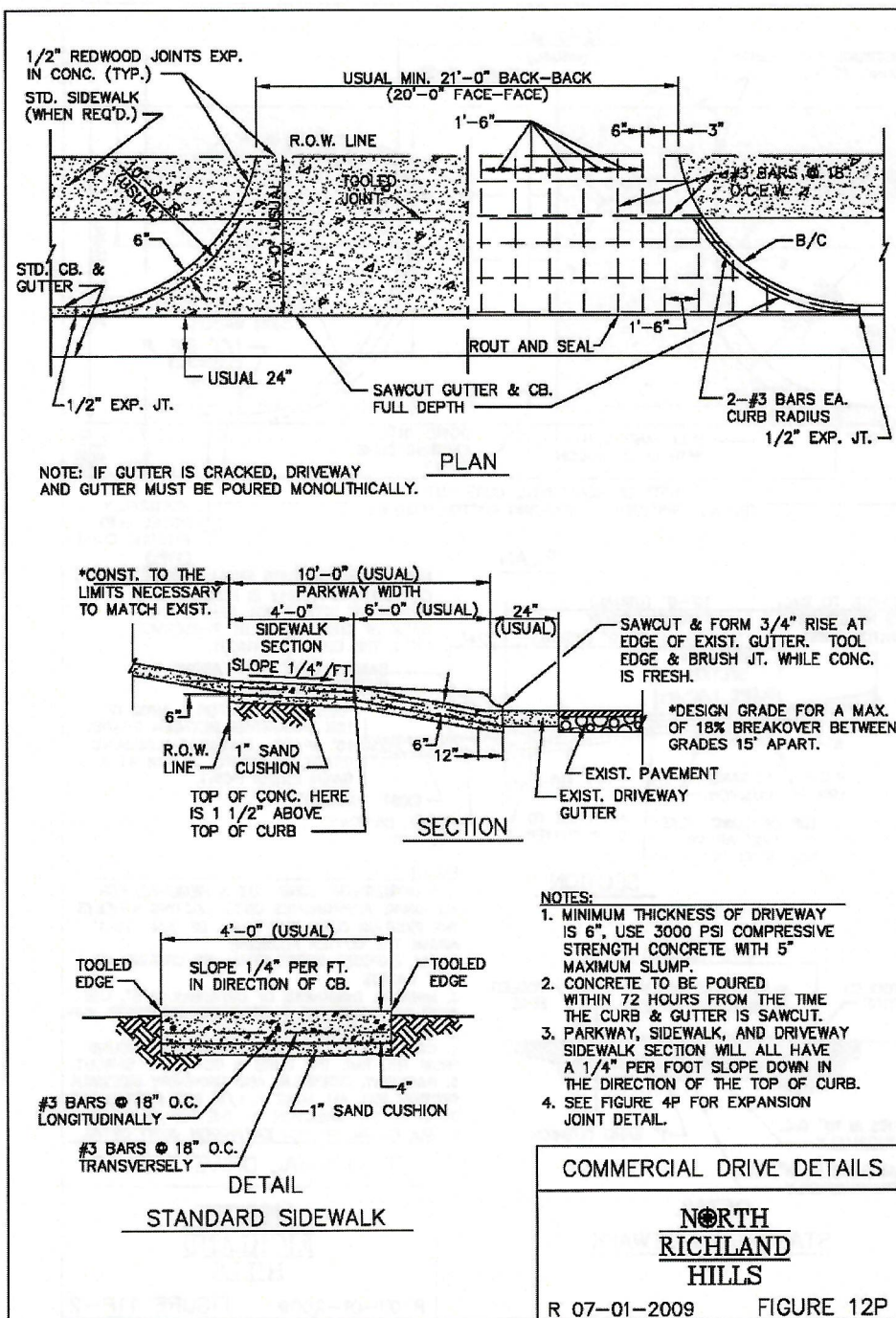


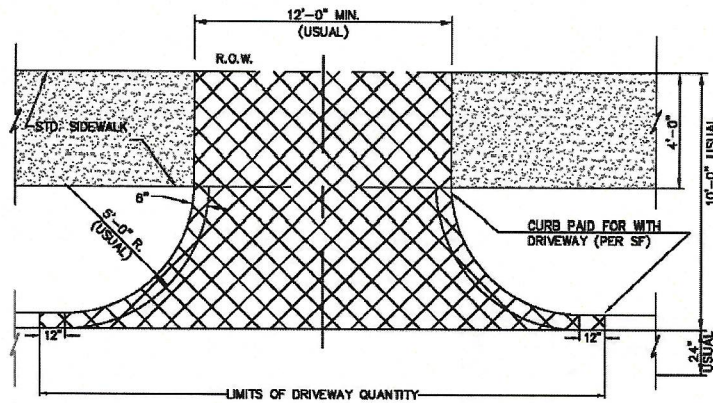






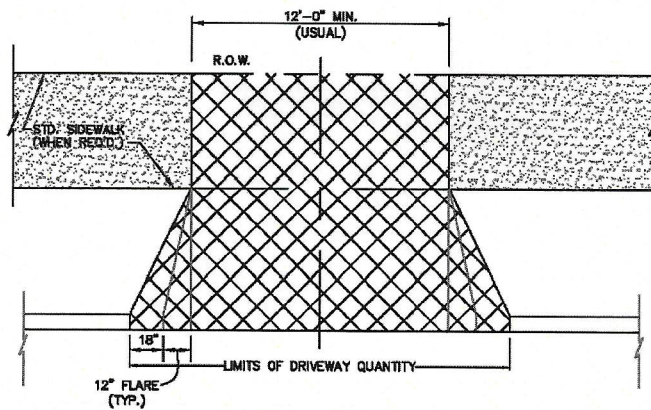






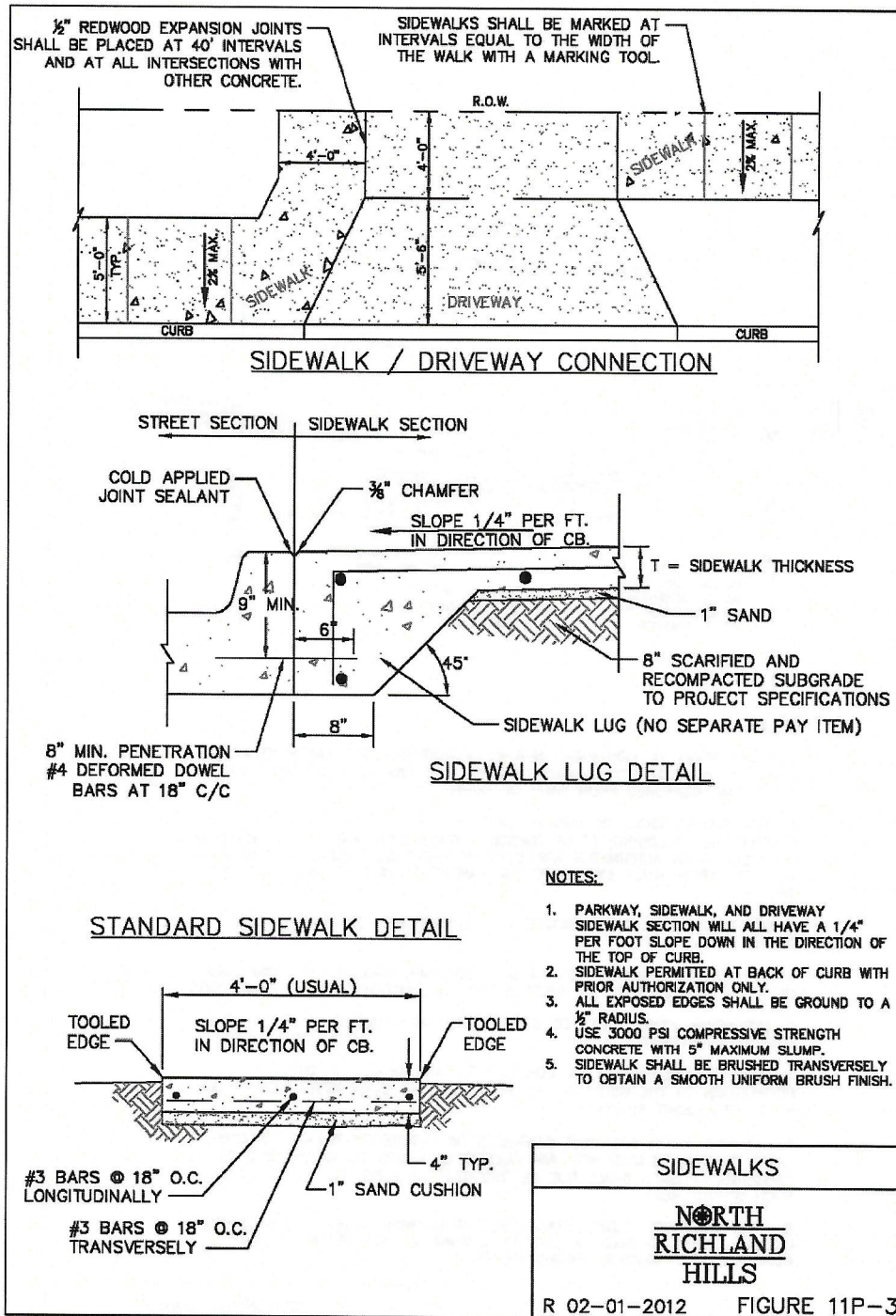
Driveway w/ Radius (Traditional)
Area - sf

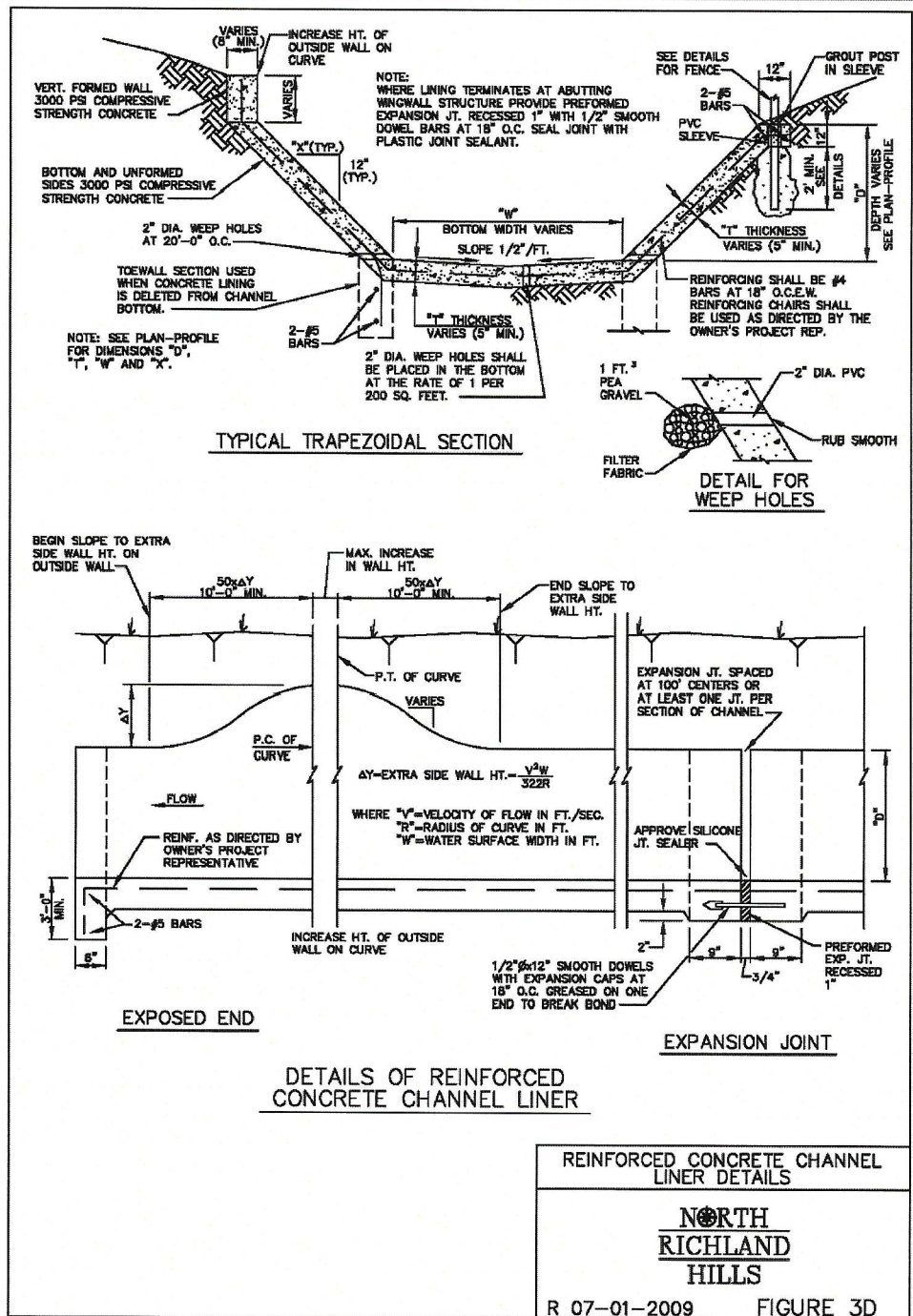
	Radius					
	5	10	15	20	25	30
12	134.21	169.31	222.72	295.88	364.02	435.16
14	154.21	189.31	242.72	315.88	384.02	455.16
16	174.21	209.31	262.72	335.88	404.02	475.16
18	194.21	229.31	282.72	355.88	424.02	495.16
20	214.21	249.31	302.72	375.88	444.02	515.16
22	234.21	269.31	322.72	395.88	464.02	535.16
24	254.21	289.31	342.72	415.88	484.02	555.16
26	274.21	309.31	362.72	435.88	504.02	575.16
28	294.21	329.31	382.72	455.88	524.02	595.16
30	314.21	349.31	402.72	475.88	544.02	615.16
35	364.21	399.31	452.72	525.88	594.02	665.16



Driveway w/ Flares

	Area (sf)
12	136.25
14	156.25
16	176.25
18	196.25
20	216.25
22	236.25
24	256.25
26	276.25
28	296.25
30	316.25
35	366.25







CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-996991

Date Filed:
03/21/2023

Date Acknowledged:
3-22-2023

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

DFW Double D Contracting, LLC d/b/a Double D Contracting LLC
Weatherford, TX United States

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

City of Watauga

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

23-002
Concrete Contractor Services

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

5 Check only if there is NO Interested Party.



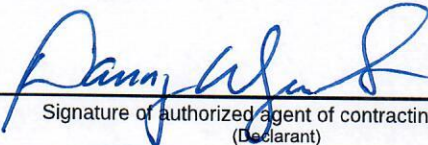
6 UNSWORN DECLARATION

My name is DANNY WYWIAS SR., and my date of birth is 11/28/1962.

My address is 3411 BLUEBONNET CIR, WEATHERFORD, TX, 76087, USA.
(street) (city) (state) (zip code) (country)

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

Executed in PARKER County, State of TEXAS, on the 21 day of MARCH, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Garret Shields Infrastructure
Plano, TX United States

Certificate Number:
2023-996475

Date Filed:
03/21/2023

Date Acknowledged:
3-22-2023

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

City of Watauga

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

Purchasing Rider
Concrete Services **NRH 23-002**

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burleson, Garret	Corpus Christi, TX United States	X	
	Sulzer, Rick	Carrollton, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Rick Sulzer, and my date of birth is 12/15/1969.

My address is 5004 Brush Hill Road, Carrollton, TX, 75024, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 21 day of March, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: March 23, 2023

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action to approve an award of a miscellaneous and as needed concrete work agreement to Apex Concrete Construction Inc. utilizing Southlake Bid 2201B380AB220002 - Concrete Services pursuant to a cooperative purchasing agreement with Southlake and authorize the City Manager to execute an agreement approved by the City Attorney as to form and legality

BACKGROUND/INFORMATION:

The City outsources various concrete work as needed which includes items such as sidewalk repair, curb and gutter repair, concrete sections, and driveway repair, etc.

The City has an interlocal agreement in place with Southlake allowing us to utilize bids with other government entities per Local Government Code Section 271.102 and Texas Government Code Chapter 791. The code is designed to allow government entities to utilize contracts for products and services that have already gone through the bid process, thereby meeting all State and Local purchasing laws and requirements.

On June 21, 2022, Southlake City Council approved award recommendation of Bid 2201B380AB220002 Concrete Services to Apex Concrete Construction Inc. The agreement is on an as-needed basis for a period of one year with options to renew for four (4) additional one-year periods. We are joining during the initial contract period leaving us with the possibility of four (4) more renewals within the provisions and continuation of the bid by Southlake.

Staff requests approval by City Council to utilize this contract to increase the available resources for concrete work as needed by the various departments.

FINANCIAL IMPLICATIONS:

Funds are budgeted and available as needed.

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

City staff respectfully recommends the City Council approve the bid award of as needed concrete work through a cooperative purchasing agreement with Southlake under Bid 2201B380AB220002 - Concrete Services

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Contract - Southlake Council 6-21-22- Apex Concrete RFP220002
2. Minutes - Southlake Council 6-21-22- Consent 4B Apex Concrete RFP220002
3. Form 1295 Apex Concrete

REVIEWED BY:

Paul Hackleman, Director of Public Works
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
David Berman, City Attorney
Joshua Jones, City Manager
Linda Proskey, City Secretary

Approved - 3/14/2023
Approved - 3/21/2023
Approved - 3/21/2023
Approved - 3/22/2023
Approved - 3/31/2023
Final Approval - 3/31/2023

Approved as to form for inclusion on Agenda



ORIGINAL DOCUMENT

CITY OF SOUTHLAKE

Council Action YN

Ord./Res. No. _____

Date Approved 6/21/22

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

Attn: Mr. Danny Porter

Subject: Contract Award Notification for Concrete Services RFP2201B380AB220002

Dear Mr. Porter:

The City of Southlake is pleased to inform you that Apex Concrete Construction Inc., of Keller, Texas is the awarded vendor for "Concrete Services RFP2201B380AB220002" The award and this agreement are based on your proposal to the City, copy enclosed. This is a single vendor award contract. Your company's award is attached. This award was approved by the City of Southlake City Council on 6/21/22.

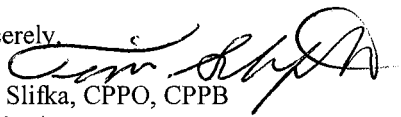
The terms and conditions proposed and accepted in this agreement are as follows:

Payment Terms:	Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
Estimated Quantities:	The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing the awarded items exclusively during the term of the contract from the successful vendors.
Method of Payment:	Shall be made by City procurement card or purchase order
Delivery Terms:	FOB Destination
Delivery Locations:	Vendor Delivery or City employee pick-up.
Term of Contract:	The term of awarded contract shall remain in effect for twelve months from date of award and is eligible for up to four (4) one (1) year annual renewals
City Contact:	Anthony Blain 817-748-8604
Send all billing to:	City of Southlake accountspayable@ci.southlake.tx.us (preferred) or 1400 Main Street, Suite 420, Accounts Payable, Southlake, TX 76092
Other Charges:	The City of Southlake is a tax-exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

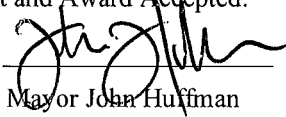
Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

Sincerely,


Tim Slifka, CPPO, CPPB
Purchasing Manager
City of Southlake
1400 Main Street, Suite 420
Southlake, Texas 76092
tslifka@ci.southlake.tx.us

Contract and Award Accepted:

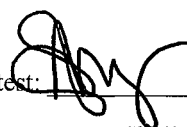
Signed:


Mayor John Huffman
City of Southlake

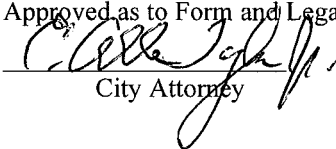
Date:

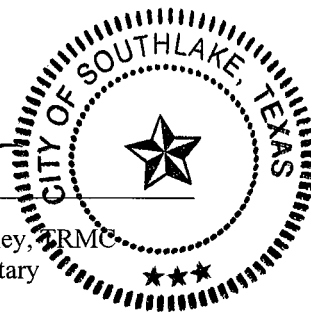
6/21/22

Attest:


Amy Shelley, RMC
City Secretary

Approved as to Form and Legality:


City Attorney



Primary Responses

Success: All data is valid!

STATUS	Bid/No Bid Decision	#	Item	Quantity	Numeric	Numeric	Text	Total Price
					Per Item Description Normal Work	Per Item After Hour Services Additional Fee	Vendor Notes	

Flatwork to Perform all Concrete work NO REMOVAL OR DISPOSAL Per Square Foot

Success: All values provided	Bid	#1-1	4" Thick (1-500 SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL	1	\$ 8.00	\$ 2.50	per square foot	\$ 10.50
Success: All values provided	Bid	#1-2	6" Thick (1-500 SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL	1	\$ 10.00	\$ 2.50	per square foot	\$ 12.50
Success: All values provided	Bid	#1-3	8" Thick (1-500 SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL	1	\$ 10.50	\$ 2.50	per square foot	\$ 13.00
Success: All values provided	Bid	#1-4	4" Thick (500 and up SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL	1	\$ 7.50	\$ 2.50	per square foot	\$ 10.00
Success: All values provided	Bid	#1-5	6" Thick (500 and up SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL	1	\$ 9.50	\$ 2.50	per square foot	\$ 12.00
Success: All values provided	Bid	#1-6	8" Thick (500 and up SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL	1	\$ 10.25	\$ 2.50	per square foot	\$ 12.75

Flatwork to Perform all Concrete Work INCLUDING REMOVAL AND DISPOSAL Per Square Foot

Success: All values provided	Bid	#2-1	4" Thick (1-500 SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL	1	\$ 10.20	\$ 2.50	per square foot	\$ 12.70
Success: All values provided	Bid	#2-2	6" Thick (1-500 SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL	1	\$ 12.96	\$ 2.50	per square foot	\$ 15.46
Success: All values provided	Bid	#2-3	8" Thick (1-500 SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL	1	\$ 14.75	\$ 2.50	per square foot	\$ 17.25
Success: All values provided	Bid	#2-4	4" Thick (500 and up SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL	1	\$ 10.20	\$ 2.50	per square foot	\$ 12.70
Success: All values provided	Bid	#2-5	6" Thick (500 and up SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL	1	\$ 12.50	\$ 2.50	per square foot	\$ 15.00
Success: All values provided	Bid	#2-6	8" Thick (500 and up SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL	1	\$ 14.08	\$ 2.50	per square foot	\$ 16.58

Retaining Wall - Perform all Concrete Work Per Linear Foot

Success: All values provided	Bid	#3-1	6" thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 1-2' High Wall	1	\$ 32.00	\$ 0.00	NA	\$ 32.00
Success: All values provided	Bid	#3-2	6" thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 2-3' High Wall	1	\$ 40.00	\$ 0.00	NA	\$ 40.00
Success: All values provided	Bid	#3-3	6" thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 3-4' High Wall	1	\$ 110.00	\$ 0.00	NA	\$ 110.00
Success: All values provided	Bid	#3-4	8" thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 1-2' High Wall	1	\$ 32.00	\$ 0.00	NA	\$ 32.00
Success: All values provided	Bid	#3-5	8" thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 2-3' High Wall	1	\$ 45.00	\$ 0.00	NA	\$ 45.00
Success: All values provided	Bid	#3-6	8" thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 3-4' High Wall	1	\$ 125.00	\$ 0.00	NA	\$ 125.00
Success: All values provided	Bid	#3-7	1' thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 1-2' High Wall	1	\$ 42.00	\$ 0.00	NA	\$ 42.00

Success: All values provided	Bid	#3-8	1' thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 2-3' High Wall	1	\$ 45.00	\$ 0.00	NA	\$ 45.00
Success: All values provided	Bid	#3-9	1' thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 3-4' High Wall	1	\$ 135.00	\$ 0.00	NA	\$ 135.00
Curb and Gutter NO REMOVAL OR DISPOSAL Per Linear Foot								
Success: All values provided	Bid	#4-1	0 - 100 linear feet of 6" curb and 18" gutter. NO REMOVAL OR DISPOSAL	1	\$ 38.00	\$ 3.00	per linear foot	\$ 39.00
Success: All values provided	Bid	#4-2	101 - 500 linear feet of 6" curb and 18" gutter. NO REMOVAL OR DISPOSAL	1	\$ 35.00	\$ 3.00	per linear foot	\$ 38.00
Success: All values provided	Bid	#4-3	501 - 1,000 linear feet of 6" curb and 18" gutter. NO REMOVAL OR DISPOSAL	1	\$ 32.00	\$ 0.00	per linear foot	\$ 32.00
Success: All values provided	Bid	#4-4	1,001 - 1,500 linear feet of 6" curb and 18" gutter. NO REMOVAL OR DISPOSAL	1	\$ 32.00	\$ 0.00	per linear foot	\$ 32.00
Success: All values provided	Bid	#4-5	1,001 - 1,500 linear feet of 6" curb and 18" gutter. NO REMOVAL OR DISPOSAL	1	\$ 32.00	\$ 0.00	per linear foot	\$ 32.00
Success: All values provided	Bid	#4-6	3,001 and Up linear feet of 6" curb and 18" gutter. NO REMOVAL OR DISPOSAL	1	\$ 32.00	\$ 0.00	per linear foot	\$ 32.00
Curb and Gutter INCLUDING REMOVAL AND DISPOSAL Per Linear Foot								
Success: All values provided	Bid	#5-1	0 - 100 linear feet of 6" curb and 18" gutter. INCLUDING REMOVAL AND DISPOSAL	1	\$ 39.50	\$ 3.00	per linear foot	\$ 42.50
Success: All values provided	Bid	#5-2	101 - 500 linear feet of 6" curb and 18" gutter. INCLUDING REMOVAL AND DISPOSAL	1	\$ 38.50	\$ 3.00	per linear foot	\$ 41.50
Success: All values provided	Bid	#5-3	501 - 1,000 linear feet of 6" curb and 18" gutter. INCLUDING REMOVAL AND DISPOSAL	1	\$ 36.50	\$ 0.00	per linear foot	\$ 36.50
Success: All values provided	Bid	#5-4	1,001 - 1,500 linear feet of 6" curb and 18" gutter. INCLUDING REMOVAL AND DISPOSAL	1	\$ 36.50	\$ 0.00	per linear foot	\$ 36.50
Success: All values provided	Bid	#5-5	1,501 - 3,000 linear feet of 6" curb and 18" gutter. INCLUDING REMOVAL AND DISPOSAL	1	\$ 35.00	\$ 0.00	per linear foot	\$ 35.00
Success: All values provided	Bid	#5-6	3,001 and Up linear feet of 6" curb and 18" gutter. INCLUDING REMOVAL AND DISPOSAL	1	\$ 35.00	\$ 0.00	per linear foot	\$ 35.00
Construct Barrier-Free Curb Ramp								
Success: All values provided	Bid	#6-1	Construct Barrier-Free Curb Ramp per Scope of Services	1	\$ 2,450.00	\$ 0.00	each	\$ 2,450.00
French Drain Installation Includes all Required Services Per Linear Foot								
Success: All values provided	Bid	#7-1	Four Inch (4") French Drain Installation	1	\$ 25.00	\$ 0.00	per linear foot	\$ 25.00
Success: All values provided	Bid	#7-2	Six Inch (6") French Drain Installation	1	\$ 30.00	\$ 0.00	per linear foot	\$ 30.00
Success: All values provided	Bid	#7-3	Eight Inch (8") French Drain Installation	1	\$ 35.00	\$ 0.00	per linear foot	\$ 35.00
Unclassified Excavation and Disposal Per Cubic Yard								
Success: All values provided	Bid	#8-1	Unclassified Excavation and Disposal Per Scope of Services	1	\$ 40.00	\$ 0.00	per cubic yard	\$ 40.00
Manhole Ring and Lid Adjustment - Labor Only Per Hour								
Success: All values provided	Bid	#9-1	Manhole Ring and Lid Adjustment Per Scope of Services	1	\$ 150.00	\$ 0.00	each	\$ 150.00
Water Valve Adjustment Labor Only Per Hour								
Success: All values provided	Bid	#10-1	Water Valve Adjustment Per Scope of Services	1	\$ 150.00	\$ 0.00	each	\$ 150.00

Install, Remove and/or Replace Headwalls Per Each

Success: All values provided	Bid	#11-1	Remove and Replace Headwalls per Scope of Services	1	\$ 3,600.00	\$ 0.00	0-36" each	\$ 3,600.00
Success: All values provided	Bid	#11-2	Construct New Headwall, Per Each	1	\$ 3,600.00	\$ 0.00	0-36" each	\$ 3,600.00

Install, Remove and/or Reset 12" to 36" Reinforced Concrete Pipe (RCP) all inclusive Per Linear Foot

Success: All values provided	Bid	#12-1	Remove and Reset Reinforced Concrete Pipe (RCP) per Scope of Services	1	\$ 75.00	\$ 0.00	per linear foot	\$ 75.00
Success: All values provided	Bid	#12-2	Install New 12" to 36" Reinforced Concrete Pipe (RCP) all inclusive Per Linear Foot	1	\$ 150.00	\$ 0.00	per linear foot	\$ 150.00

Rough and Finish Grading including Labor and Equipment Required (Material not included) Per Square Foot

Success: All values provided	Bid	#13-1	Rough and Finish Grading per Scope of Services	1	\$ 1.10	\$ 0.00	per square foot	\$ 1.10
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General Laborer Services including Required Equipment Per Man, Per Hour

Success: All values provided	Bid	#14-1	General Laborer Services per Scope of Services	1	\$ 135.00	\$ 0.00	Equip + 2 men	\$ 135.00
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Install 4"-6" Rip-Rap including all required Material, Labor, Equipment Per Square Foot

Success: All values provided	Bid	#15-1	Rip-Rap Installation per Scope of Services	1	\$ 5.75	\$ 0.00	NA	\$ 5.75
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Exposed Aggregate Finish Per Square Foot

Success: All values provided	Bid	#16-1	Exposed Aggregate Finish 1 to 500 SF per Scope of Services	1	\$ 11.50	\$ 0.00	per square foot	\$ 11.50
Success: All values provided	Bid	#16-2	Exposed Aggregate Finish 501 and up SF per Scope of Services	1	\$ 10.50	\$ 0.00	per square foot	\$ 10.50

Colored Concrete Per Square Foot

Success: All values provided	Bid	#17-1	Colored Concrete 1 to 500 SF per Scope of Services	1	\$ 11.50	\$ 0.00	per square foot	\$ 11.50
Success: All values provided	Bid	#17-2	Colored Concrete 501 and up SF per Scope of Services	1	\$ 10.50	\$ 0.00	per square foot	\$ 10.50

Installation of Brick Pavers and Truncated Domes - Labor Only Per Square Foot

Success: All values provided	Bid	#18-1	Brick Paver and Truncated Domes Installation per Scope of Services	1	\$ 6.85	\$ 0.00	per square foot	\$ 6.85
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Stamped Concrete, Per Square Foot

Success: All values provided	Bid	#19-1	Stamped Concrete Per Scope of Services	1	\$ 14.50	\$ 0.00	per square foot	\$ 14.50
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Erosion Control Measures

Success: All values provided	Bid	#20-1	Rock Filter Dam, Per Scope of Services, Per Cubic Yard	1	\$ 32.00	\$ 0.00	per cubic yard	\$ 32.00
Success: All values provided	Bid	#20-2	Temporary Sediment Control Fence, Per Scope of Services, Per Linear Foot	1	\$ 2.10	\$ 0.00	per linear foot	\$ 2.10
Success: All values provided	Bid	#20-3	Curb Inlet Protection, Per Scope of Services, Per Linear Foot	1	\$ 10.00	\$ 0.00	per linear foot	\$ 10.00

Flowable Backfill, Per Cubic Yard

Success: All values provided	Bid	#21-1	Flowable Backfill, Per Scope of Services, Per Cubic Yard	1	\$ 175.00	\$ 0.00	NA	\$ 175.00
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Embankment Per Scope of Services, Per Cubic Yard

Success: All values provided	Bid	#22-1	Embankment per Scope of Services Per Cubic Yard	1	\$ 46.00	\$ 0.00	per cubic yard	\$ 46.00
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Handrail Removal and Reinstallation Services Per Linear Foot

Success: All values provided	Bid	#23-1	Handrail Removal and Reinstallation Services Per Scope of Services Per TxDOT Type PR1 Specifications	1	\$ 56.00	\$ 0.00	NA	\$ 56.00
Success: All values provided	Bid	#23-2	Handrail Removal and Reinstallation Services Per Scope of Services Per ACI318-06 Specification	1	\$ 85.00	\$ 0.00	NA	\$ 85.00

New Handrail Installation Services Per Linear Foot

Success: All values provided	Bid	#24-1	New Handrail Installation Services Per Scope of Services Per TxDOT PR1 Specification	1	\$ 350.00	\$ 0.00	Decorative	\$ 350.00
Success: All values provided	Bid	#24-2	New Handrail Installation Services Per Scope of Services Per Decorative Handrail ACI381-06 Specification	1	\$ 350.00	\$ 0.00	Galvanized	\$ 350.00

Fence Removal and Reinstallation Services Per Scope of Services, Per Linear Foot

Success: All values provided	Bid	#25-1	Chain Link Fence	1	\$ 42.00	\$ 0.00	8' High	\$ 42.00
Success: All values provided	Bid	#25-2	Wooden Fence	1	\$ 68.00	\$ 0.00	6' Cedar	\$ 68.00
Success: All values provided	Bid	#25-3	Wrought Iron Fence	1	\$ 84.00	\$ 0.00	5'	\$ 84.00
Success: All values provided	Bid	#25-4	Barbed Wire Fence	1	\$ 55.00	\$ 0.00	5 Strand	\$ 55.00
Success: All values provided	Bid	#25-5	Vinyl Fence	1	\$ 62.00	\$ 0.00	6'	\$ 62.00
Success: All values provided	Bid	#25-6	Metal Pipe Fence	1	\$ 75.00	\$ 0.00	paint not included	\$ 75.00
Success: All values provided	Bid	#25-7	Brick Fence	1	\$ 150.00	\$ 0.00	6'	\$ 150.00

Install FlexBase including all required Material, Labor, Equipment Per Square Yard

Success: All values provided	Bid	#26-1	Install FlexBase Per Scope of Services	1	\$ 22.50	\$ 0.00	6" Thick	\$ 22.50
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Install Top Soil including all required Material, Labor, Equipment Per Square Yard

Success: All values provided	Bid	#27-1	Install Top Soil per Scope of Services	1	\$ 27.00	\$ 0.00	6" Thick	\$ 27.00
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Additional Vendor Charges Not Listed. Please Describe.

Not Bidding	No Bid	#28-1	Additional Vendor Fee Not Specifically Listed	1				
Not Bidding	No Bid	#28-2	Additional Vendor Fee Not Specifically Listed	1				
Not Bidding	No Bid	#28-3	Additional Vendor Fee Not Specifically Listed	1				
Not Bidding	No Bid	#28-4	Additional Vendor Fee Not Specifically Listed	1				

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- ☒ Appendix B (pages 35 through 44) must be included in the proposal submittal
- ☒ Appendix C Conflict of Interest Form (page 44) must be included in the proposal submittal.
- ☒ Form 1295 Certificate of Interested Party must be included in the proposal submittal. See page 2.
- ☒ HB 89, SB 252, SB 13, and SB 19. See Page 41.

All proposals submitted to the City of Southlake shall include this page with the submitted Proposal.

RFP Number:	RFP2201B380AB220002		
Project Title:	Concrete Services		
Submittal Deadline:	3:00 P.M. (CST), Friday May 20, 2022		
Submit Electronically* to: https://southlake.bonfirehub.com/login			
* Requires email account login and password.			
Proposer Information:			
Proposer's Legal Name:	Apex Concrete Construction Inc.		
Address:	1080 Katy Road		
City, State & Zip	Keller TX 76244		
Federal Employers Identification Number #	41-4965326		
Phone Number:	817-454-1995	Fax Number:	—
E-Mail Address:	APEXCONSTRUCTION57@GMAIL.COM		
Proposer Authorization			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: <u>Danny Porter, President</u>			
Signature of Authorized Representative: <u>[Signature]</u>			
Signed this <u>17th</u> (day) of <u>MAY</u> (month) <u>2022</u> (year)			

Appendix B – Proposal (continued)

I. **REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

1. **Proposed Products and/or Services**

- A. **Product or Service Description:** Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. **Guarantees and Warranties:** Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. **Project Schedule/Delivery Date:** Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. **Pricing:** Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. **Schedule of Pricing:** Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

For this procurement the schedule of pricing is not available in hardcopy. You may access it via the online portal (<https://southlake.bonfirehub.com/login>). To submit your schedule of pricing, please download the Bid Table and fill it in accordingly per the sample below.

Itemized Information					
Item	Type	Unit	Requirement	Unit Price	Amount
Completed Proposal Document	Proposal Document	Proposal	1		
Item and Description List	Item and Description List	Item	1		
Item Appendix B Item required?	Item Appendix B Item required?	Item	1		
Item CIP Item (unit) identified with proposal document?	Item CIP Item (unit) identified with proposal document?	Item	1		
Item Section 2 Item 1 unit 1 item's completed regarding RFP's unit 122527 See page 28 of proposal document	Item Section 2 Item 1 unit 1 item's completed regarding RFP's unit 122527 See page 28 of proposal document	Item	1		
Item Section 4 Item 1 unit 1 item's completed regarding RFP's unit 122527 See page 28 of proposal document	Item Section 4 Item 1 unit 1 item's completed regarding RFP's unit 122527 See page 28 of proposal document	Item	1		
Training Services (01-3562)	Training Services (01-3562)	Item	1		
Training Services Additional Responses (01-3562)	Training Services Additional Responses (01-3562)	Item	1		

For instructions on how to complete Bid Tables, please refer to this article on Bonfire's Support Website. **Please note:** even if you do not have additional responses, you must download and re-upload the blank document. This is to confirm that you do not require any additional costs. If you have any additional items, please fill out the Additional Responses template accordingly.

3. **Term of Contract and Option to Extend**

Any contract resulting from this RFP shall be effective **for twelve months from date of award**. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Option Clause:** It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. **Price Increases Upon Extension:** If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage 4 %

Second Additional Year Escalation Percentage 4 %

Third Additional Year Escalation Percentage 4 %

Fourth Additional Year Escalation Percentage 4 %

4. **Proposer's Experience / Staff**

- A. **Project Team:** Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. **Business Establishment:** State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 10; and the number of employees: 15.

- D. **Project Related Experience:** All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: <u>TOWN OF Flower Mound.</u>	
Contact Name: <u>Rick Addington</u>	Contact Title: <u>STREET SUPERVISOR</u>
Phone: <u>817-454-8080</u>	Email: <u>RICK.ADDINGTON@</u>
Date and Scope of Work Provided: <u>Flower - Mound. com</u>	
<u>CURRENTLY - ANNUAL CONTRACT</u>	
<u>CONCRETE STREETS - ALLEYS - CURB & GUTTER - EXCAVATION</u>	

Reference #2:

Client / Company Name: <u>CITY OF North Richland Hills</u>	
Contact Name: <u>Chris Turner</u>	Contact Title: <u>PW-SUPERINTENDENT</u>
Phone: <u>817-703-8527</u>	Email: <u>CTURNER@NRH7X.COM</u>
Date and Scope of Work Provided: <u>ANNUAL CONTRACT</u>	
<u>CONCRETE STREETS - ALLEYS, C&G EXCAVATION ETC.</u>	

Reference #3:

Client / Company Name: <u>CITY OF KELLER</u>	
Contact Name: <u>Stanley Moore</u>	Contact Title: <u>PW-SUPERVISOR</u>
Phone: <u>817-743-4212</u>	Email: <u>SMOORE@CITYOFKELLER.COM</u>
Date and Scope of Work Provided: <u>ANNUAL CONTRACT</u>	
<u>SIDEWALKS, CONCRETE STREETS C&G, ALLEYS - DRAINAGE - EXCAVATION</u>	

Reference #4:

Client / Company Name: <u>Western Welding</u>	
Contact Name: <u>Matt Green</u>	Contact Title: <u>owner</u>
Phone: <u>817-319-9027</u>	Email: <u></u>
Date and Scope of Work Provided: <u>(COMMERCIAL)</u>	
<u>MULTIPLE BUILDING FOUNDATIONS - DRIVEWAYS</u>	

6. **Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal ___ (does) X (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. **Federal, State and/or Local Identification Information**

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

8. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Southlake to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to vendors@ci.southlake.tx.us.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Southlake procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Apex Concrete Construction Inc.

Contract #: RFP 2201B380AB220002

Description: CONCRETE SERVICES

Primary Contact (Name): DANNY PORTER

Primary Contact Phone Numbers: Home: 817-454-1995 Cell: SAME

Secondary Contact (Name): ROBERT SLANINA

Secondary Contact Phone Numbers: Home: 817-454-1996 Cell: SAME

After Hours emergency opening fee, if applicable: \$ NONE

9. **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase** ☐ **No, Only the City can purchase**

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. **Delivery of Products and/or Services**

- A. **Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. **Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. **Late Delivery or Performance:** If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. **Title to Goods and Risk of Loss:** For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. **Miscellaneous**

- A. **Independent Contractor:** Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. **Assignments:** The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- I. Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Southlake.

☒ Yes, we agree

☐ No, we do not agree

☐ N/A

- J. Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Southlake.

☒ Yes, we agree

☐ No, we do not agree

- K. Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Southlake.

☒ Yes, we agree

☐ No, we do not agree

- L. Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Southlake.

☒ Yes, we agree

☐ No, we do not agree

3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

- ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. **Indemnification:** Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Southlake who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

NONE

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

N/A

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

05/17/2022

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-887409

Date Filed:
05/17/2022

Date Acknowledged:

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

Apex Concrete Construction Inc.
Keller, TX United States

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

City of Southlake, Texas

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

RFP2201B380AB220002
Concrete Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DANNY PORTER, and my date of birth is 07/01/1957

My address is 1101 Templemore DR. Keller TX 76248 U.S.
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 17th day of MAY, 20 22
(month) (year)

D. Porter
Signature of authorized agent of contracting business entity
(Declarant)



REGULAR CITY COUNCIL MEETING MINUTES

JUNE 21, 2022

LOCATION: 1400 Main Street, Southlake, Texas 76092
Council Chambers in Town Hall

CITY COUNCIL PRESENT: Mayor John Huffman, Mayor Pro Tem Randy Williamson, Deputy Mayor Pro Tem Shawn McCaskill, and Councilmembers Kathy Talley, Ronell Smith, and Amy Torres-Lepp.

CITY COUNCIL ABSENT: Councilmember Randy Robbins

STAFF PRESENT: Assistant City Manager Alison Ortowski, Deputy Director of Communications Pilar Schank, Chief Financial Officer Sharen Jackson, Police Chief James Brandon, Fire Chief Mike Starr, Senior Director of Human Resources Stacey Black, Senior Director of Planning and Development Services Ken Baker, Director of Community Services Chris Tribble, Director of Public Works Rob Cohen, Deputy Director of Public Works Administration Lauren LaNeave, City Attorney Allen Taylor, and City Secretary Amy Shelley.

WORK SESSION:

1. CALL TO ORDER

Work Session was called to order by Mayor John Huffman at 5:31pm.

2. INVOCATION: CLAYTON REED

Mr. Clayton Reed provided the invocation. Mayor John Huffman led the pledges of allegiance to the United States and Texas Flags.

3. ANNUAL SOUTHLAKE YOUTH ACTION COMMISSION (SYAC) UPDATE

Assistant to the Community Services Director Milenka Lopez introduced a video highlighting the Southlake Youth Action Commission's activities and accomplishments over the past year.

4. SOUTHLAKE BUSINESS SPOTLIGHT – NORTH TEXAS DANCE ARTS ACADEMY

Director of Economic Development and Tourism Daniel Cortez introduced a video showcasing North Texas Dance Arts Academy, a local Southlake business.

5. SOUTHLAKE CHAMBER OF COMMERCE UPDATES

Southlake Chamber CEO Mark Guilbert provided an update on the work of the Chamber.

6. SOUTHLAKE SANCTUARY UPDATE

Operations Manager of Special Projects Robert Briggs provided an update on the Southlake Sanctuary project.

7. DISCUSS ALL ITEMS ON TONIGHT'S AGENDA. NO ACTION WILL BE TAKEN AND EACH ITEM WILL BE CONSIDERED DURING THE REGULAR SESSION.

Mayor Huffman reviewed the items on the consent agenda.

REGULAR SESSION: Immediately following the work session

1. CALL TO ORDER

Regular Session was called to order by Mayor Huffman at 6:26pm.

2A. EXECUTIVE SESSION

Mayor Huffman announced the City Council would go into Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Section 551.071 consultation with city attorney and Section 551.074 deliberation regarding personnel matters. City Council adjourned for Executive Session at 6:26pm. Executive Session began at 6:37pm and concluded at 7:30pm.

2B. RECONVENE

Mayor Huffman reconvened the meeting at 7:35pm.

3. REPORTS:

3A. MAYOR'S REPORT

3B. CITY MANAGER'S REPORT

3B1. LIFE SAVING AWARD RECOGNITION

Assistant City Manager Alison Ortowski introduced Police Chief James Brandon who recognized Southlake Police Officer Steven Werner, Southlake Police Sergeant Kevin Diehl, off duty Arlington Police Officer Dillon Haven, Fire Engineer Kevin Barry, Fire Field Training Officer (FTO) Russell Brown, Fire FTO Cody Pierson, Firefighter/Paramedic Cory Teague, and Firefighter/Paramedic Ryan Steinkirchner for their role in quickly initiating and performing CPR and other lifesaving measures to help a motorist involved in a single car crash on State Highway 114 after experiencing a medical emergency on April 6, 2022.

3B2. STARS & STRIPES HIGHLIGHTS

Director of Economic Development and Tourism Daniel Cortez provided the upcoming Stars & Stripes highlights of the event.

3B3. FINANCIAL REPORT (WRITTEN)

CONSENT AGENDA: All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed from the general order of business and considered in its normal sequence.

4. CONSENT:

- 4A. APPROVE MINUTES FROM THE JUNE 7, 2022, REGULAR CITY COUNCIL MEETING.**
- 4B. AWARD THE CONTRACT FOR CONCRETE SERVICES TO APEX CONCRETE CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000.**
- 4C. APPROVE THE CONSTRUCTION CONTRACT AWARD FOR THE FM 1709 DECELERATION RIGHT-TURN LANES AT BRYON NELSON PARKWAY AND SOUTHRIDGE LAKES PARKWAY PROJECT TO EARTC IN AN AMOUNT NOT TO EXCEED \$917,000.**
- 4D. APPROVE THE CONSTRUCTION CONTRACT AWARD FOR THE SOUTHLAKE GLEN EROSION IMPROVEMENTS PROJECT TO HUMPHREY & MORTON CONSTRUCTION COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$640,000.**
- 4E. AUTHORIZE EXPENDITURES WITH ROAD MASTER STRIPING, LLC FOR PAVEMENT MARKING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000.**

- 4F. AUTHORIZE EXPENDITURES WITH SMITH PUMP COMPANY INC. FOR PUMP PARTS AND REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED \$85,000.
- 4G. APPROVE CONTRACT EXTENSION WITH CHRISTMAS BY ZENITH FOR HOLIDAY LIGHTING FOR CITY OF SOUTHLAKE TOWN SQUARE.
- 4H. APPROVE THE PROPOSAL FROM PRESIDIO DESIGNED TO PURCHASE, INSTALL, AND CONFIGURE ADDITIONAL RUBRIK MODULES, INCREASE STORAGE SPACE, AND IMPLEMENT REDUNDANCY IN AN AMOUNT NOT TO EXCEED \$304,000.
- 4I. APPROVE SPDC MATCHING FUNDS REQUEST FOR WATERMERE PARK IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$50,000.
- 4J. APPROVE ZA22-0026, PRELIMINARY PLAT FOR FERGUSON PLACE ON PROPERTY DESCRIBED AS 1B4E AND 1B4H, LEONARD LINCOLN SURVEY, ABSTRACT NO. 981, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS, LOCATED AT 2589 AND 2593 LONESOME DOVE RD., SOUTHLAKE, TEXAS. CURRENT ZONING: "R-PUD" RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT. SPIN NEIGHBORHOOD #2.

APPROVED

Motion was made to approve the Consent Agenda Items 4A-4J, as written, including moving Items 9A and 9B from the Regular Agenda to the Consent Agenda, as follows:

- Item 9A – Approving the sign variance to allow a sign that is not congruent with the tenant's lease space and to allow an existing non-conforming flat panel sign. Noting that the applicant is only replacing the current sign copy/panel on the existing sign.
- Item 9B - Approving the overall fencing, as presented, and noting, the applicant has agreed to an 8-foot, board-on-board cedar fencing along the north and east side, as noted this evening.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

REGULAR AGENDA:

5. PUBLIC FORUM

Mayor Huffman opened the public forum at 7:52pm.

There being no one wishing to speak, Mayor Huffman closed the public forum at 7:52pm.

6. ORDINANCES, SECOND READINGS, PUBLIC HEARINGS, AND RELATED ITEMS:

6A. ORDINANCE NO. 1259, 2ND READING, APPOINTING CAROL MONTGOMERY AS THE JUDGE OF THE MUNICIPAL COURT OF RECORD AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MUNICIPAL JUDGE. PUBLIC HEARING

APPROVED

Senior Director of Human Resources Stacey Black presented Item 6A and answered questions from Council.

Mayor Huffman opened the public hearing at 7:54pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 7:54pm.

Motion was made to approve Item 6A, Ordinance No. 1259, 2nd Reading, Appointing Carol Montgomery as the Judge of the Municipal Court of Record and authorizing the Mayor to execute an agreement with the Municipal Judge.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

ORDINANCE NO. 1259

AN ORDINANCE OF THE CITY OF SOUTHLAKE, TEXAS APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE CITY OF SOUTHLAKE AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MUNICIPAL JUDGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

6B. ORDINANCE NO. 1258, 2ND READING, REDUCING IN SIZE THE FLOODWAY, DRAINAGE AND FLOWAGE EASEMENT ON LOT 6, BLOCK D, QUAIL CREEK ESTATES, SECTION II, AN ADDITION TO THE CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS, BEING LOCATED AT 1018 QUAIL RUN ROAD. PUBLIC HEARING

APPROVED

Director of Public Works Rob Cohen presented Item 6B and answered questions from Council.

Mayor Huffman opened the public hearing at 7:57pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 7:57pm.

Motion was made to approve Item 6B, Ordinance No. 1258, 2nd Reading, reducing in size the floodway, drainage and flowage easement on Lot 6, Block D, Quail Creek Estates, Section II, an addition to the City of Southlake, Tarrant County, Texas, being located at 1018 Quail Run Road.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

ORDINANCE NO. 1258

AN ORDINANCE VACATING AND REDUCING THE SIZE OF AN EASEMENT ON LOT 6, BLOCK D OF THE QUAIL CREEK ESTATES, SECTION II OF THE TARRANT COUNTY RECORDS, LOCATED IN THE CITY OF SOUTHLAKE; DECLARING THAT A PORTION OF SUCH EASEMENT IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR TO EXECUTE QUITCLAIM DEEDS RELEASING PUBLIC INTEREST OF THESE EASEMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

6C. ORDINANCE NO. 480-793, (ZA22-0010), 2ND READING, ZONING CHANGE AND SITE PLAN FOR CARNATION AUTO SPA (CURRENTLY KRYSTAL CLEAN CAR WASH) ON PROPERTY DESCRIBED AS LOT 2, T. J. THOMPSON NO. 1502 ADDITION, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS, AND LOCATED AT 955 DAVIS BLVD., SOUTHLAKE, TEXAS. CURRENT ZONING: "C-3" GENERAL COMMERCIAL DISTRICT. REQUESTED ZONING: "S-P-1" DETAILED SITE PLAN DISTRICT. SPIN NEIGHBORHOOD #10. PUBLIC HEARING

APPROVED

Senior Director of Planning and Development Services Ken Baker presented Item 6C and answered questions from Council.

Mayor Huffman opened the public hearing at 8:15pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 8:15pm.

Motion was made to approve Item 6C, Ordinance No. 480-793, (ZA22-0010), 2nd Reading, Zoning Change and Site Plan for Carnation Auto Spa (currently Krystal Clean Car Wash) on property described as Lot 2, T. J. Thompson No. 1502 Addition, City of Southlake, Tarrant County, Texas, and located at 955 Davis Blvd., Southlake, Texas. Current Zoning: "C-3" General Commercial District. Requested Zoning: "S-P-1" Detailed Site Plan District., subject to Staff Report dated June 14, 2022, and Plan Review Summary No. 5, dated June 14, 2022, also noting the following:

- Approval of up to 17 self-service vacuums under two navy blue shade canopies located in the northeast portion of the site.
- Noting that the self-service vacuum equipment will be fully enclosed and screened by a masonry wall with metal gates.
- Noting that the existing canopies covering the full service "detail" areas located between the building and Davis Blvd. and the building will be removed.
- Noting that the applicant will construct an 8' masonry along its south property line along the adjacent residential property. The masonry material of the wall should be consistent with one of the three options presented this evening. (Applicant's preference – stone material)
- The hours of operation will be Monday-Saturday 8 am to 8 pm and Sunday 8 am to 7 pm (Daylight Savings Time or if this becomes year around standard time); Hours of operation will be changed to Monday-Saturday 8 am to 7 pm and Sunday 8 am to 6 pm when or if Daylight Savings ends in the fall of the year that it happens.
- Noting approval of the S-P-1 regulations as submitted and presented.
- Noting approval of the traffic circulation plan. Also providing the zoning administrator the ability to allow the applicant to make administrative modifications to the site if the stacking of vehicles ever results in the queuing of cars on Davis Blvd.
- Noting that prior to final approval by the City on the improvements, the applicant will verify that the operation of all vacuums on site operating at 100% capacity will meet all City Noise ordinance requirements and provide documentation to the City. Verification shall be provided by an acoustic engineer or other qualified professional.
- The pergola adjacent vacuuming area must meet all accessory building standards and regulations.

- Finally, noting that this zoning action does approve any signage or façade color changes and any new signage or color façade changes must meet City ordinance requirements.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

ORDINANCE NO. 480-793

AN ORDINANCE AMENDING ORDINANCE NO. 480, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SOUTHLAKE, TEXAS; GRANTING A ZONING CHANGE ON A CERTAIN TRACT OR TRACTS OF LAND WITHIN THE CITY OF SOUTHLAKE, TEXAS BEING LEGALLY DESCRIBED AS LOT 2, T. J. THOMPSON NO. 1502 ADDITION, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS BEING APPROXIMATELY 2 ACRES, AND MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT "A" FROM "C-3" GENERAL COMMERCIAL DISTRICT TO "S-P-1" DETAILED SITE PLAN DISTRICT WITH "C-3" USES, AS DEPICTED ON THE APPROVED SITE PLAN ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B", SUBJECT TO THE SPECIFIC REQUIREMENTS CONTAINED IN THIS ORDINANCE; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE DEMAND THE ZONING CHANGES AND AMENDMENTS HEREIN MADE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

6D. ORDINANCE NO. 1257, (CP22-0001), 2ND READING, A LAND USE PLAN AMENDMENT, AN ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, CHANGING THE LAND USE DESIGNATION FROM "PUBLIC/SEMI-PUBLIC" TO "MEDIUM DENSITY RESIDENTIAL" ON A PORTION OF LOT 1R1, BLOCK 1, SOUTHLAKE ASSEMBLY OF GOD ADDITION, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS AND LOCATED AT 101 E. HIGHLAND STREET, SOUTHLAKE TEXAS. SPIN NEIGHBORHOOD #7. PUBLIC HEARING

APPROVED

Senior Director of Planning and Development Services Ken Baker presented Item 6D and answered questions from Council.

Mayor Huffman opened the public hearing at 8:28pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 8:28pm.

Motion was made to approve Item 6D, Ordinance No. 1257, (CP22-0001), 2nd Reading, a Land Use Plan Amendment, an element of the City's Comprehensive Plan, changing the Land Use Designation from "Public/Semi-Public" to "Medium Density Residential" on a portion of Lot 1R1, Block 1, Southlake Assembly of God Addition, City of Southlake, Tarrant County, Texas and located at 101 E. Highland Street, Southlake Texas, subject to Staff Report dated June 14, 2022.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

ORDINANCE NO. 1257

AN ORDINANCE ADOPTING THE CONSOLIDATED FUTURE LAND USE PLAN AS AN ELEMENT OF THE SOUTHLAKE 2035 PLAN, THE CITY'S COMPREHENSIVE PLAN UPDATE.

6E. ORDINANCE NO. 480-794, (ZA22-0018), 2ND READING, ZONING CHANGE AND CONCEPT PLAN FOR HIGHLAND TERRACE ON A PORTION OF PROPERTY DESCRIBED AS LOT 1R1, BLOCK 1, SOUTHLAKE ASSEMBLY OF GOD ADDITION, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS, AND LOCATED AT 101 E. HIGHLAND STREET, SOUTHLAKE, TEXAS. CURRENT ZONING: "CS" COMMUNITY SERVICES DISTRICT. PROPOSED ZONING: "SF-20A" SINGLE FAMILY RESIDENTIAL DISTRICT. SPIN NEIGHBORHOOD #7. PUBLIC HEARING

APPROVED

Senior Director of Planning and Development Services Ken Baker presented Item 6E and answered questions from Council.

Mayor Huffman opened the public hearing at 8:28pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 8:28pm.

Motion was made to approve Item 6E, Ordinance No. 480-794, (ZA22-0018), 2nd Reading, Zoning Change and Concept Plan for Highland Terrace on a portion of property described as Lot 1R1, Block 1, Southlake Assembly of God Addition, City of Southlake, Tarrant

County, Texas, and located at 101 E. Highland Street, Southlake, Texas. Current Zoning: "CS" Community Services District. Proposed Zoning: "SF-20A" Single Family Residential District, subject to Staff Report dated June 14, 2022, and Concept Plan Review Summary No. 2, dated May 13, 2022, granting the following:

- Variance to the Existing Tree Cover Preservation Requirements of the Tree Preservation Ordinance 585 – E and approving of the tree preservation plan as presented.

Also noting the following:

- That the replacement wood fence along the north, east or south boundary of the site will be 8' feet in height.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

ORDINANCE NO. 480-794

AN ORDINANCE AMENDING ORDINANCE NO. 480, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SOUTHLAKE, TEXAS; GRANTING A ZONING CHANGE ON A CERTAIN TRACT OR TRACTS OF LAND WITHIN THE CITY OF SOUTHLAKE, TEXAS BEING LEGALLY DESCRIBED AS A PORTION OF PROPERTY DESCRIBED AS LOT 1R1, BLOCK 1, SOUTHLAKE ASSEMBLY OF GOD ADDITION, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS, AND MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT "A" FROM "CS" COMMUNITY SERVICES DISTRICT TO "SF-20A" SINGLE FAMILY RESIDENTIAL DISTRICT, AS DEPICTED ON THE APPROVED CONCEPT PLAN ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B", SUBJECT TO THE SPECIFIC REQUIREMENTS CONTAINED IN THIS ORDINANCE; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE DEMAND THE ZONING CHANGES AND AMENDMENTS HEREIN MADE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

6F. ORDINANCE NO. 480-795, (ZA22-0019), 2ND READING, ZONING CHANGE AND CONCEPT PLAN FOR 1211 & 1311 E. DOVE ROAD., LEGALLY DESCRIBED AS F. THROOP NO. 1511 ADDITION, TRACTS 5A & 5A02, SOUTHLAKE, TARRANT COUNTY, TEXAS. CURRENT ZONING: "AG" AGRICULTURAL. REQUESTED ZONING: "SF-1A" SINGLE FAMILY RESIDENTIAL DISTRICT. SPIN NEIGHBORHOOD #3. PUBLIC HEARING

REGULAR CITY COUNCIL MEETING MINUTES, JUNE 21, 2022

Page 10 of 18

APPROVED

Senior Director of Planning and Development Services Ken Baker presented Item 6F and answered questions from Council.

Mayor Huffman opened the public hearing at 8:35pm.

Scott and Valerie Parr, 1179 E. Dove Road, spoke about concerns for fencing, would like for the fencing to be put up prior to construction; drainage; and stated he wished they could get connected to public sewer.

There being no one else wishing to speak, Mayor Huffman closed the public hearing at 8:39pm.

Motion was made to approve Item 6F, Ordinance No. 480-795, (ZA22-0019), 2nd Reading, Zoning Change and Concept Plan for 1211 & 1311 E. Dove Road., legally described as F. Throop No. 1511 Addition, Tracts 5A & 5A02, Southlake, Tarrant County, Texas. Current Zoning: "AG" Agricultural. Requested Zoning: "SF-1A" Single Family Residential District, subject to Revised Staff Report dated June 21, 2022 and Concept Plan Review Summary No. 4, dated June 21, 2022, also noting the following:

- The applicant's willingness regarding the following:
 - o location of an ornamental fence with masonry columns along E. Dove Road between the buffer yard and the front yard setback line;
 - o to design and construct driveways to Lots 1, 2 and 3 in a manner that discourages the need for on-street parking and provides adequate space for a vehicle to turnaround on site; and
 - o Providing an 8' board on board fence along the western property of Lot 1, prior to receiving the construction permit.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

ORDINANCE NO. 480-795

AN ORDINANCE AMENDING ORDINANCE NO. 480, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SOUTHLAKE, TEXAS; GRANTING A ZONING CHANGE ON A CERTAIN TRACT OR TRACTS OF LAND WITHIN THE CITY OF SOUTHLAKE, TEXAS BEING LEGALLY DESCRIBED AS TRACT 5A & 5A02 FRANCIS THROOP SURVEY, ABSTRACT NO. 1511, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS BEING APPROXIMATELY 4.93 ACRES,

REGULAR CITY COUNCIL MEETING MINUTES, JUNE 21, 2022

Page 11 of 18

AND MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT "A" FROM "AG" AGRICULTURAL DISTRICT TO "SF-1A" SINGLE FAMILY – 1A DISTRICT, AS DEPICTED ON THE APPROVED SITE PLAN ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B", SUBJECT TO THE SPECIFIC REQUIREMENTS CONTAINED IN THIS ORDINANCE; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE DEMAND THE ZONING CHANGES AND AMENDMENTS HEREIN MADE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

- 6G. ZA22-0022, SITE PLAN FOR BOB JONES NATURE PRESERVE BARN, ON A PROPERTY DESCRIBED AS TRACTS 3 AND 4, R.D. PRICE SURVEY, ABSTRACT A1003A AND TRACTS 1 AND 2, M. MEHAFFEY SURVEY, ABSTRACT A916A, CITY OF SOUTHLAKE, DENTON COUNTY, TEXAS LOCATED AT 355 E. BOB JONES ROAD, SOUTHLAKE, TEXAS. CURRENT ZONING: "AG" AGRICULTURAL DISTRICT. SPIN NEIGHBORHOOD #1. PUBLIC HEARING**

APPROVED

Senior Director of Planning and Development Services Ken Baker presented Item 6G and answered questions from Council.

Mayor Huffman opened the public hearing at 8:43pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 8:43pm.

Motion was made to approve Item 6G, ZA22-0022, Site Plan for Bob Jones Nature Preserve Barn, on a property described as Tracts 3 and 4, R.D. Price Survey, Abstract A1003A and Tracts 1 and 2, M. Mehaffey Survey, Abstract A916A, City of Southlake, Denton County, Texas located at 355 E. Bob Jones Road, Southlake, Texas, subject to Staff Report dated June 13, 2022 and Site Plan Review Summary No. 2, dated June 2, 2022.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

- 6H. ZA22-0023, SITE PLAN FOR BICENTENNIAL PARK PICKLEBALL COURTS, ON A PROPERTY DESCRIBED AS LOT 1, BLOCK 1, BICENTENNIAL PARK ADDITION, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS LOCATED AT 450 W. SOUTHLAKE BLVD., SOUTHLAKE, TEXAS. CURRENT ZONING: "CS" COMMUNITY SERVICE DISTRICT. SPIN NEIGHBORHOOD #7. PUBLIC HEARING**

APPROVED

Senior Director of Planning and Development Services Ken Baker presented Item 6H and answered questions from Council.

Mayor Huffman opened the public hearing at 8:54pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 8:4pm.

Motion was made to approve Item 6H, ZA22-0023, Site Plan for Bicentennial Park Pickleball Courts, on a property described as Lot 1, Block 1, Bicentennial Park Addition, City of Southlake, Tarrant County, Texas located at 450 W. Southlake Blvd., Southlake, Texas. Current Zoning: "CS" Community Service District, subject to Staff Report dated June 13, 2022, and Site Plan Review Summary No. 2, dated June 13, 2022, also noting the following:

- Variance to Zoning Ordinance No. 480, Section 43.19.d.1.c to allow the southern building façade articulation as presented.
- Variance to Lighting Ordinance No. 693-C, Section 5(b): Allowing the proposed average lighting intensity to be approximately 50 footcandles.
- Variance to Lighting Ordinance No. 693-C, Section 4(b): Allowing the proposed lighting type to be a LED lighting at a temperature range at approximately 5700 degrees kelvin.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

- 6I. APPROVE AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH PARKHILL, INC. FOR THE DESIGN AND ENGINEERING OF THE BICENTENNIAL PARK PICKLEBALL COMPLEX IN AN AMOUNT NOT TO EXCEED \$160,000.**

APPROVED

Director of Community Services Chris Tribble presented Item 6I and answered questions from Council.

Motion was made to approve Item 6I, amendment to the professional services contract with Parkhill, Inc. for the design and engineering of the Bicentennial Park Pickleball Complex in an amount not to exceed \$160,000.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

6J. RESOLUTION NO. 22-016, (ZA22-0024), SPECIFIC USE PERMIT FOR A MASS GATHERING FOR SOMOS SOUTHLAKE ON PROPERTY DESCRIBED AS BLOCKS 7 AND 8; LOT 3R, BLOCK 1R; AND LOT 4R, BLOCK 5R; PHASE I, SOUTHLAKE TOWN SQUARE ADDITION AND PORTIONS OF STATE STREET, MAIN STREET AND GRAND AVENUE, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS AND LOCATED BETWEEN E. SOUTHLAKE BLVD., MAIN STREET, STATE STREET, AND GRAND AVENUE, SOUTHLAKE, TEXAS. CURRENT ZONING: "DT" DOWNTOWN DISTRICT. SPIN NEIGHBORHOOD #8. PUBLIC HEARING

APPROVED

Senior Director of Planning and Development Services Ken Baker presented Item 6J and answered questions from Council.

Mayor Huffman opened the public hearing at 9:08pm.

There being no one wishing to speak, Mayor Huffman closed the public hearing at 9:08pm.

Motion was made to approve Item 6J, Resolution No. 22-016, (ZA22-0024), Specific Use Permit for a Mass Gathering for Somos Southlake on property described as Blocks 7 and 8; Lot 3R, Block 1R; and Lot 4R, Block 5R; Phase I, Southlake Town Square Addition and portions of State Street, Main Street and Grand Avenue, City of Southlake, Tarrant County, Texas and located between E. Southlake Blvd., Main Street, State Street, and Grand Avenue, Southlake, Texas. Current Zoning: "DT" Downtown District, subject to Staff Report dated June 14, 2022, and Specific Use Permit Staff Review No. 3, dated June 14, 2022, also noting the following:

- Approving the Specific Use Permit for a period of 5-years.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

RESOLUTION NO. 22-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTHLAKE, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR A MASS GATHERING FOR SOMOS SOUTHLAKE LOCATED BETWEEN E. SOUTHLAKE BOULEVARD, E. S.H. 114, GRAND AVENUE, AND STATE STREET, SOUTHLAKE, TEXAS, BEING DESCRIBED AS PHASE I, SOUTHLAKE TOWN SQUARE, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT "A", AND AS DEPICTED ON THE APPROVED SITE PLAN ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B" AND PROVIDING AN EFFECTIVE DATE.

- 6K. **ZA22-0025, SITE PLAN FOR LOT 2, BLOCK 16, SOUTHLAKE TOWN SQUARE ADDITION, PHASE IV ON PROPERTY DESCRIBED AS LOT 2, BLOCK 16, SOUTHLAKE TOWN SQUARE ADDITION, PHASE IV, CITY OF SOUTHLAKE, TARRANT COUNTY, TEXAS, AND LOCATED AT 500 RESERVE STREET, SOUTHLAKE, TEXAS. CURRENT ZONING: "DT" DOWNTOWN DISTRICT. SPIN NEIGHBORHOOD #8. PUBLIC HEARING**
- 6L. **APPROVE AN ENCROACHMENT AND JOINT USE AGREEMENT FOR SOUTHLAKE TOWN SQUARE BLOCK 16, LOT 2 OUTDOOR PATIO WITHIN THE CITY RIGHT OF WAY OF DIVISION STREET AND RESERVE STREET FOR THE DEVELOPMENT LOCATED AT 500 RESERVE STREET.**

TABLED TO THE AUGUST 2, 2022 COUNCIL MEETING

Senior Director of Planning and Development Services Ken Baker presented Items 6K & 6L and answered questions from Council.

EXECUTIVE SESSION

Mayor Huffman announced the City Council would go into Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Section 551.071 consultation with city attorney. City Council adjourned for Executive Session at 9:28pm. Executive Session began at 9:28pm and concluded at 9:31pm.

RECONVENE

Mayor Huffman reconvened the meeting at 9:31pm.

REGULAR CITY COUNCIL MEETING MINUTES, JUNE 21, 2022

Page 15 of 18

Motion was made to **TABLE** Items 6K & 6L to the August 2, 2022, Council meeting.

Motion: Williamson
Second: McCaskill
Ayes: Talley, McCaskill, Huffman, Smith, Torres-Lepp, Williamson
Nays: None
Absent: Robbins
Approved: 6-0

7. ORDINANCES, FIRST READINGS, AND RELATED ITEMS: (THERE ARE NO ITEMS ON THIS AGENDA.)

8. RESOLUTIONS:

8A. RESOLUTION NO. 22-018, APPOINTING MEMBERS, CHAIRS AND/OR VICE CHAIRS TO VARIOUS POSITIONS ON THE BUILDING BOARD OF APPEALS, PARKS AND RECREATION BOARD, PLANNING AND ZONING COMMISSION, SOUTHLAKE PARKS DEVELOPMENT CORPORATION, AND ZONING BOARD OF ADJUSTMENT.

APPROVED

Motion was made to approve Item 8A, Resolution No. 22-018, appointing members, chairs and/or vice chairs to various positions on the Building Board of Appeals, Parks and Recreation Board, Planning and Zoning Commission, Southlake Parks Development Corporation, and Zoning Board of Adjustment, appointing the following:

Building Board of Appeals:

Name	Place	Term Expiring
David Carpenter	Place 2	June 2024
Dawn Androsky	Place 4	June 2024
Georgi Dye	Alternate No. 2	June 2024

The City Council hereby names David Carpenter as Chairman of the Building Board of Appeals.

Parks and Recreation Board:

Name	Place	Term Expiring
John Thomas	Place 1	June 2024
William Thornton	Place 2	June 2023
Frances Scharli	Place 3	June 2024
Stacy Driscoll	Place 5	June 2024
Paul Venesky	Place 7	June 2024

The City Council hereby names Frances Scharli as Chairman of the Parks and Recreation Board.

Planning and Zoning Commission:

Name	Place	Term Expiring
Daniel Kubiak	NA	June 2024
Mike Forman	NA	June 2024
Austin Reynolds	NA	June 2024

The City Council will not be appointing a chairman to the Planning and Zoning Commission as the Southlake Charter Section 11:03 states the Planning and Zoning Commission shall annually elect a Chairman from its membership. Historically, the Planning and Zoning Commission appoints its chair and vice chair at its August meetings following the June board appointments.

Southlake Parks Development Corporation:

Name	Place	Term Expiring
Tamara McMillan	Citizen Representative	June 2024
Frances Scharli	Parks Board Representative	June 2024

Zoning Board of Adjustment:

Name	Place	Term Expiring
David Treichler	Place 2	June 2024
Heather King	Place 4	June 2024
Clinton Snead	Alternate No. 1	June 2023
Frank Bernardo	Alternate No. 2	June 2024
Kristan Garcia	Alternate No. 3	June 2023
Frank Powers	Alternate No. 4	June 2024

The City Council hereby names Jeff Medici as Chairman and David Treichler as Vice Chairman of the Zoning Board of Adjustment.

9. OTHER ITEMS FOR CONSIDERATION:

- 9A. SV22-0008, SIGN VARIANCE FOR VALBREA TECHNOLOGIES, INC. LOCATED AT 660 N. CARROLL AVENUE, SUITE 140, SOUTHLAKE.**

APPROVED UNDER CONSENT

- 9B. APPROVAL CONTRACT WITH WILDSTONE CONSTRUCTION, LLC FOR THE PURCHASE AND INSTALLATION OF AN 8" WATERLINE AND FIRE**

HYDRANT ASSOCIATED WITH THE NEW NATURE CENTER BARN IN
AMOUNT TO EXCEED \$150,000.

APPROVED UNDER CONSENT

10. OTHER ITEMS FOR DISCUSSION: (THERE ARE NO ITEMS ON THIS
AGENDA.)

11. ADJOURNMENT

Mayor Huffman adjourned the meeting at 9:55pm.

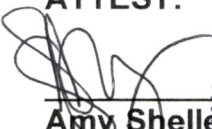
**An audio recording of this meeting will be permanently retained in the City Secretary's
Office.*

MINUTES APPROVED ON THIS, THE 2ND DAY OF AUGUST 2022.



John Huffman
Mayor

ATTEST:



Amy Shelley, IRMO
City Secretary



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Apex Concrete Construction Inc.
KELLER, TX United States

Certificate Number:
2023-997937

Date Filed:
03/23/2023

Date Acknowledged:
03/23/2023

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

City of Watauga

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

RFB 2201B380AB220002
Concrete Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DANNY PORTER, and my date of birth is 7/1/1957.

My address is 1101 TEMPLEMORE DR. Keller TX 76248 TARRANT.
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT. County, State of TEXAS, on the 23RD day of MARCH, 20 23
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS ("Governmental Rider") applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, ("Contract") (attached hereto) of Apex Concrete Const. Inc. ("Vendor"). The Contract involved in this Governmental Rider is described as follows:

CONCRETE SERVICES RFP 2201B380 AB220002

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City's City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication

between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods, or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state, and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations, or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub- contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives, or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Tarrant County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Energy Boycott. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

Firearms. In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

Critical Infrastructure. In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF WATAUGA, TEXAS

By: _____
City Manager

Date: _____

Apex Concrete Const. Inc.
Vendor

By: D. Porter

Name: DANNY PORTER

Title: PRESIDENT

Date: 3-23-23



CITY OF WATAUGA VENDOR REGISTRATION

City of Watauga
7105 Whitley
Road
Watauga, Texas
76148
www.cowtx.org

____ NEW ____ UPDATE

BUSINESS INFORMATION:

(PLEASE SEND A COPY OF YOUR W-9 WITH THIS

FORM)

Legal Business Name: Apex Concrete Construction Inc.

DBA: _____

Address: 1080 Katy Road

City: Keller State: TX Zip Code: 76244

Contact Name: Danny Porter Contact Email: APEXCONSTRUCTION57@GMAIL.COM

Services/Products Provided: CONCRETE SERVICES

REMITTANCE INFORMATION:

Remittance Address: 1080 Katy Road

City: Keller State: TX Zip Code: 76244

Allow Electronic Funds Payment: ____ No ☒ Yes (If, Yes: complete EFT Payment Enrollment Form)

Email Address for Accounts Receivable: APEXCONSTRUCTION 57 @GMAIL.COM

Email Address for Purchase Orders (if different from above): _____

Contact Phone Number & Extension: 817-454-1995 Fax: _____

Please contact the following should any of this information change in the future, or if you require additional information:

Deby Woodard – Assistant Finance Director at 817-514-5833 dwoodard@cowtx.org

Vendor Representative: [Signature] Date: 3-23-23

City use only:

Purchasing Review: _____

Vendor # _____



**City of Watauga, Texas
House Bill 89 Verification**

I, DANNY PORTER (name), the undersigned
representative of:

Company or Business name: Apex Concrete Const. Inc.

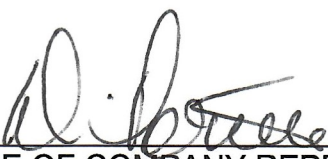
(Hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

3-23-23.
DATE


SIGNATURE OF COMPANY REPRESENTATIVE



**CITY OF WATAUGA, TEXAS
SENATE BILL 252 CERTIFICATION**

I, DANNY PORTER (name), the undersigned
representative of:

Company or Business name:

Apex Concrete Const. Inc.

Do hereby depose and certify that the company named above is not identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as Foreign Terrorist Organization by the U.S. Secretary of State. In addition it is further certified that company shall not do business with any of these organizations while providing products or services to the City of Watauga.

3-23-23
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. APOL CONCRETE CONSTRUCTION INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 1080 KATY RD.	Requester's name and address (optional)
	6 City, state, and ZIP code KELLER TX. 76244	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

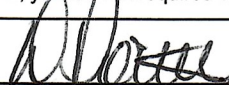
Social security number									
				-				-	
or									
Employer identification number									
4	6	-	4	9	6	5	3	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3-23-23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AGENDA MEMORANDUM

DATE: March 31, 2023

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works
Randy Richards, CFM, Assistant Director of Public Works

THROUGH: Joshua Jones, City Manager

SUBJECT: Consider action to adopt a resolution of the City of Watauga, Texas adopting the Tarrant County home investment partnership program match contribution requirements for program year 2023 (the HOME program year 2023)

BACKGROUND/INFORMATION:

The Department of Housing and Urban Development (HUD) annually appropriates funds to entitlement communities through the HOME Investment Partnership Block Grant (HOME) program. Tarrant County receives HOME funds and is availing these funds to cities who wish to assist their citizens with homeowner rehabilitation. These funds are targeted to benefit low to moderate income persons. Funds are to be used for the development of safe and decent housing by providing homeowner-occupied single family rehabilitation. The program is managed by Tarrant County Community Development (TCCD) office and funds are directly invested into the home being rehabilitated. Cities wishing to participate must commit to providing 30% non-federal match for amount of HOME funds that will be spent in that City.

The City of Watauga has participated in the HOME program since 2013-2014 and has appropriated matching funds annually. The City of Watauga had budgeted \$30,000 for Fiscal Year 2021-22, but did not have any expenditures due to the match requirement being waived by HUD through September 30, 2022 to address immediate housing needs and to help prevent spread of the COVID-19 virus.

The homes in Watauga that qualified for the HOME program have received on average about \$22,951 (grant and match funds) in repairs. Home rehabilitation activities include repairs to roofing, foundation, plumbing, electrical, HVAC, doors, windows, flooring, paint, and weatherization of homes.

The attached resolution request grant funds in total amount of up to \$200,000. Cities are required to provide the matching funds for activities undertaken within the City. The required City of Watauga match (30%) would not exceed \$60,000. The City of Watauga



AGENDA MEMORANDUM

will participate by supplying the 30% matching funds which may include the waiving of applicable building and inspection fees.

FINANCIAL IMPLICATIONS:

Funding is available in the FY2022-2023 Budget.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve the attached Resolution, agreeing to meet all matching contribution requirements for the expenditures under the Tarrant County Home Investment Partnerships Program (HOME) for Program Year 2023.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Rehab Brochure with Income Limits
2. Tarrant County Home Program Application Instructions
3. Exhibit "A" - Tarrant County Home Program Application
4. Tarrant County Home Program Resolution 2023

REVIEWED BY:

Randy Richards, CFM, Assistant Director of Public Works	Approved - 4/4/2023
Sandra Gibson, Director of Finance	Approved - 4/4/2023
Paul Hackleman, Director of Public Works	Approved - 4/6/2023
David Berman, City Attorney	Approved - 4/6/2023
Joshua Jones, City Manager	Approved - 4/6/2023
Linda Proskey, City Secretary	Final Approval - 4/6/2023
<i>Approved as to form for inclusion on Agenda</i>	



Homeowner Repair Program

- **ELECTRICAL**
- **FOUNDATION**
- **PLUMBING**
- **ROOFING**
- **WEATHERIZATION**

Do you live in Tarrant County, OUTSIDE of Arlington, Fort Worth or Grand Prairie?
Is your home valued under \$239,000?
If YES, you may qualify for home repair assistance! **CONTACT US TODAY!**



Tarrant County Community Development

(817) 850-7940, OPTION 4

In addition to the income and location requirements, you MUST:

- Own and live in your house for at least one (1) year;
- NOT live in a mobile home, duplex or in a flood zone;
- Have a clear title to the property (e.g., no reverse mortgages, title must be in your name);
- Have paid your real estate taxes;
- Be current on your mortgage loan payment; and
- Receive SSDI, be 62+ years old, OR have dependent children under 18 living at home.

The total household income for everyone over 18 must NOT exceed the limits below according to the number of people living in your home.

- 1 Person = \$50,650
- 2 Persons = \$57,850
- 3 Persons = \$65,100
- 4 Persons = \$72,300
- 5 Persons = \$78,100
- 6 Persons = \$83,900
- 7 Persons = \$89,700
- 8 Persons = \$95,450



<https://www.tarrantcounty.com/en/community-development-and-housing-department.html>

FUNDED BY
U.S. DEPARTMENT OF
HOUSING AND URBAN
DEVELOPMENT

Effective June 15, 2022



Tarrant County HOME Application for Participating Cities – PY 2023

Homeowner Rehabilitation Program

For release March 20, 2023

Introduction

The U.S. Department of Housing and Urban Development (HUD) appropriates funds to entitlement communities through the HOME Investment Partnerships Program (HOME). Tarrant County receives HOME funds and is making a portion of these HUD funds available to Cities who would like to assist low-income homeowners with home repair and rehabilitation activities such as electrical, plumbing, roofing, and weatherization.

This program is managed by Tarrant County's Community Development Department (County).

Benefits

HOME is an excellent way for cities to leverage funding in their communities while also:

- Making interior and exterior (visual) improvements;
- Helping with code compliance challenges;
- Securing attainable housing; and
- Enhancing neighborhoods.

Match Requirement

Although city residents will apply directly to the County, the city applying to participate in HOME must commit to providing a thirty percent (30%) non-federal match for their respective resident homeowner rehabilitation activities. Participating cities may meet the match requirement in several ways, including cash, volunteer hours, and community partnerships. **The city is required to submit a copy of the Council Resolution affirming the match requirement as part of this application (Exhibit "A").**

Term

This application is for Program Year 2023 (July 1, 2023 – June 30, 2024).

Process

If a city would like to participate in this program, the city should submit a copy of the completed application (Exhibit “A”), including a copy of the Council Resolution, to Maggie Jones at mejones@tarrantcountytx.gov by May 31, 2023. If you are unable to submit a signed copy of the Council Resolution by the deadline, please list the anticipated date for Council action and submit a signed copy as soon as it is available.

Additional Information

Questions should be directed to Maggie Jones at mejones@tarrantcountytx.gov or by calling 817-850-7959. Additional information about the HOME Program can be found online: <https://www.hudexchange.info/programs/home/>.

Exhibit A | Application

Homeowner Rehabilitation Program

City Name	
Project Location(s)	☐ Citywide; or ☐ Specific Zip Code(s):
Amount of HOME Funds Requested <i>\$200,000 Max</i>	
Match Amount <i>30% of Amount of HOME Funds Requested</i>	
Contact Name	
Contact Email	
Contact Phone	
Date of Application Submittal	
Date of City Council Meeting*	

**We require a signed City Council resolution to complete this application. The resolution must confirm city support and confirm the amount and source of non-federal match. A sample resolution (Exhibit "B") follows on the next page. You may use or modify this sample as needed.*

Exhibit B | Sample Resolution

Homeowner Rehabilitation Program

RESOLUTION

AGREEING TO MEET ALL MATCH REQUIREMENTS FOR THE EXPENDITURES UNDER THE TARRANT COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM FOR PROGRAM YEAR 2023

WHEREAS, the HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) and is intended to provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local government to provide housing, and leverage private-sector participation; and

WHEREAS, Tarrant County is a Participating Jurisdiction under the HOME Investment Partnerships Program in accordance with § 92.105; and

WHEREAS, the City of _____ is a member of the Tarrant County Urban County Consortium and is eligible to participate in the HOME Program; and

WHEREAS, the City of _____ has requested \$ _____ in HOME funding to be expended on HOME eligible activities within the City's jurisdiction and has agreed to provide a 30% matching contribution for all HOME funds expended within the City of _____, in accordance with §92.218; §92.219; and §92.220.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE CITY COUNCIL OF THE CITY OF _____, do hereby agree to commit \$ _____ in match contribution to affordable housing for all activities undertaken in our city through the HOME program.

AND IT IS SO RESOLVED.

Exhibit A | Application

Homeowner Rehabilitation Program

City Name	CITY OF WATAUGA
Project Location(s)	☒ Citywide; or ☐ Specific Zip Code(s):
Amount of HOME Funds Requested <i>\$200,000 Max</i>	\$200,000
Match Amount <i>30% of Amount of HOME Funds Requested</i>	\$60,000
Contact Name	Randy Richards
Contact Email	rrichards@cowtx.org
Contact Phone	817-514-5840
Date of Application Submittal	
Date of City Council Meeting*	April 10, 2023

**We require a signed City Council resolution to complete this application. The resolution must confirm city support and confirm the amount and source of non-federal match. A sample resolution (Exhibit "B") follows on the next page. You may use or modify this sample as needed.*

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY OF WATAUGA, TEXAS
ADOPTING THE TARRANT COUNTY HOME INVESTMENT
PARTNERSHIP RPOGRAM, MATCH CONTRIBUTION
REQUIREMENTS FOR PROGRAM YEAR 2023

WHEREAS, the HOME Investment Partnerships Program in accordance with § 92.105 (the “HOME Program”) was created by the National Affordable Housing Act of 1990 (“NAHA”) and is intended to provide decent affordable housing to lower-income households; expand the capacity of nonprofit housing providers; strengthen the ability of state and local government to provide housing; and, leverage private-sector participation; and

WHEREAS, Tarrant County is a Participating Jurisdiction under the HOME Program; and

WHEREAS, the City of Watauga is a member of the Tarrant County Urban County Community Development/HOME Consortium and is eligible to participate in the HOME Program; and

WHEREAS, the City of Watauga has requested \$200,000 in HOME Program funding to be expended on HOME Program eligible activities within the City of Watauga’s jurisdiction and has agreed to provide a 30% matching contribution for all HOME Program funds expended within the City of Watauga, in accordance with §92.218; §92.219; and §92.220.

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

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct and adopted herein for all purposes.

Section 2. The City of Watauga adopts the Tarrant County HOME Program match contributions and agrees to commit \$60,000 from the General Fund in match contribution funds to affordable housing for all activities undertaken in the City of Watauga through the HOME Program. The terms of the HOME Investment Partnership Grant, as set forth in Exhibit “A”, attached hereto and incorporated by reference, are hereby adopted.

Section 3. This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other resolutions, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event, such conflicting provisions, if any, in such other resolutions are hereby repealed.

Section 4. If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the resolution.

Section 5. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this ____ day of _____, 2023.

APPROVED:

X

ART MINER, Mayor

ATTEST:

X

LINDA PROSKEY, City Secretary

APPROVED AS TO FORM AND LEGALITY:

X

DAVID BERMAN, City Attorney



AGENDA MEMORANDUM

DATE: April 5, 2023
TO: Honorable City Council Members
FROM: Arthur Miner, Mayor
THROUGH: Arthur Miner, Mayor
SUBJECT: Consider action to appoint David Bry to Place 4 on the Planning and Zoning Commission.

BACKGROUND/INFORMATION:

David Bry interviewed for a board position on April 4th and it is Mayor Miners recommendation that he is appointed to Place 4 on the Planning and Zoning Commission.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Respectfully recommend the Council review and take action on the item presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Bry, David_03.09.2023

REVIEWED BY:

Joshua Jones, City Manager
Linda Proskey, City Secretary

Approved - 4/5/2023
Final Approval - 4/6/2023

Approved as to form for inclusion on Agenda