



**CITY OF GRAND PRAIRIE
FINANCE AND GOVERNMENT COMMITTEE
CITY HALL - COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 06, 2022 AT 2:00 PM**

AGENDA

The meeting will be held at City Hall Council Chambers, 300 W. Main St, Grand Prairie, Texas, and a quorum of the committee or the presiding member will be physically present. Some members may participate remotely via video conference.

CALL TO ORDER

STAFF PRESENTATIONS

1. Public Hearing & Presentation on Public Improvement District (PID) Budgets
2. Epic Central Construction Update

CONSENT AGENDA

The full agenda has been posted on the city's website, www.gptx.org, for those who may want to view this agenda in more detail. Citizens may speak for five minutes on any item on the agenda by completing and submitting a speaker card.

3. Minutes of the July 27, 2022, Finance and Government Committee Budget Meeting
4. Minutes of the August 2, 2022, Finance and Government Committee
5. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 2 with Fast General Contracting at the Grand Prairie Memorial Gardens for wrought iron fence replacement, substitution of hydroseed in lieu of sod and to ratify the payment for irrigation pipe relocation and sprinkler head installation in the total amount of \$28,120, for a total project cost of \$465,504
6. Professional services contract with BSA Design Group, Inc. (BSA) in the amount of \$43,500 and approve a 5% contingency of \$2,175, for a total cost of \$45,675 for architectural services for the Grand Prairie Memorial Gardens Administration Building Lobby Improvements
7. Amendment/Change Order No. 2 to the construction contract with Felix Construction Company in the amount of \$44,881.59 for the demolition of the old Fire Station No. 3 and a time extension due to switchboard delivery days for Robinson Road Pump Station for a total contract cost of \$7,953,274.48
8. Ordinance amending the FY 2021/2022 Capital Improvements Projects Budget; Professional Consultant Contract with Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements in the amount of \$49,000 for a total project cost of \$3,159,003.00

9. Change Order #1 in the amount of \$10,000.00 for the Fish Creek Stabilization project to verify existing conditions within the project area, accommodate changes with the design, and deliver 100% of documents to the City to the agreement with Teague, Nall, and Perkins, Inc for a total project cost of \$100,445.00
10. Professional Engineering Contract with Halff Associates, Inc. for Henry Branch Slope Repair in the amount of \$61,325.00
11. Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Solid Waste Implementation Grant project of \$48,560 from the NCTCOG

ITEMS FOR INDIVIDUAL CONSIDERATION

12. 2023 Finance and Government Committee Meeting Dates
13. Water and Wastewater Rate Increase Consideration
14. Annual contract for HOOPLA Streaming Media Service for Library Customers, with Midwest Tape in an amount not to exceed \$100,000.00 annually to equal a total contract value of \$500,000.00, if all four one-year extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$25,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
15. Professional engineering services contract with Halff Associates in the maximum amount of \$116,000 for Stormwater Modeling Annual Update
16. Annual contract for grass sod from King Ranch Turf Grass (up to \$28,660.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$143,300.00 if all extensions are exercised. An annual contract for grass seed from Justin Seed (up to \$18,270.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$91,350.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$35,825 for King Ranch and \$22,837.50 for Justin Seed so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
17. Annual Contract for product or service from Professional Coating Technologies (\$30,000.00) through a Master Interlocal Agreement with the City of Arlington. This contract will be for one year with the option to renew for four additional one-year periods totaling \$150,000 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$37,500.00 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

18. Annual Agreement for easement and alley clearing from Bronco Land Clearing (up to \$114,725.00 annually). This agreement will be for one year with the option to renew for one additional one-year period totaling \$229,450.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms
19. Ratify expenditures estimating \$428,519 with North Texas Contracting for an emergency purchase for the repair of a 12” water line at the northwest corner of Johnson Creek and Carrier
20. Ratification of the application for the FY23 Office of the Governor’s (OOG) Homeland Security Grants Division’s (HSGD) Statewide Emergency Radio Infrastructure (SERI) grant; and authorize the City Manager to accept grant funding provided by the HSGD through the North Central Texas Council of Governments (NCTCOG) for the amount of up to \$1,000,000
21. Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Statewide Emergency Radio Infrastructure (SERI) grant project of up to \$1,000,000 from the NCTCOG

EXECUTIVE SESSION

The Finance and Government Committee may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:

- (1) Section 551.071 “Consultation with Attorney”
- (2) Section 551.072 “Deliberation Regarding Real Property”
- (3) Section 551.074 “Personnel Matters”
- (4) Section 551.087 “Deliberations Regarding Economic Development Negotiations.”

CITIZEN COMMENTS

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8035 or email GPCitySecretary@gptx.org at least three (3) business days prior to the scheduled meeting to request an accommodation.

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Finance and Government Committee agenda was prepared and posted September 2, 2022.



Gloria Colvin, Deputy City Secretary



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator

TITLE: Public Hearing & Presentation on Public Improvement District (PID)
Budgets

RECOMMENDED ACTION: None



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

REQUESTER: Cheryl De Leon

PRESENTER: Cheryl De Leon, Deputy City Manager

TITLE: Epic Central Construction Update

RECOMMENDED ACTION: None



CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 09/06/2022

PRESENTER: Mona Lisa Galicia, City Secretary

TITLE: Minutes of the July 27, 2022, Finance and Government Committee Budget Meeting

REVIEWING COMMITTEE:

SUMMARY:

<i>Recommended Action:</i>	Approve
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Minutes



**CITY OF GRAND PRAIRIE
FINANCE AND GOVERNMENT COMMITTEE
BUDGET MEETING
CITY HALL - COUNCIL BRIEFING ROOM
WEDNESDAY, JULY 27, 2022 AT 1:00 PM**

MINUTES

CALL TO ORDER

Vice-Chairman Humphreys called the meeting to order at 1:00 p.m.

PRESENT

*Chairman Jeff Copeland (via audio conference)
Council Member Cole Humphreys
Council Member Kurt Johnson*

STAFF PRESENTATIONS

1. Presentation & Discussion on FYE 23 Proposed Budget

Staff presented the proposed budget for the FY 22-23 budget beginning on October 1, 2022. There were discussions on the overall direction of the budget, assumptions, and new projects. Staff and the committee analyzed the fund summaries and provided updates of the following major funds: General Fund, Debt Service Fund, Parks Funds, Water Wastewater Funds, Solid Waste Fund, Stormwater Fund Pooled Investment Fund and Capital Improvement Projects.

City Manager Steve Dye provided an overview of the balanced proposed fiscal year 2023 budget. He confirmed revenues are strong, provided an overview of the General Fund and discussed current inflation. Mr. Dye said current service levels would be maintained though there are some staffing difficulties and noted the proposed budget includes a three percent merit increase for fulltime employees. He introduced the new sales tax financial management policy and discussed special projects where the funds would be used, and he reminded the committee the city does not have an economic development corporation. Mr. Dye said when a fund balance is available, those dollars would be spent on Council project priorities. He reviewed each fund amount and discussed market adjustments. Mr. Dye noted Police and Fire are in the most competitive markets. He also recommended reserving two and a half percent for homestead exemption.

Chairman Copeland asked for clarification of fund distributions. Mr. Dye said four million dollars is set for debt, two and a half million dollars for Tax Increment Financing Districts, three million dollars for employee raises and six million dollars for Police and Fire market adjustments. Council Member Johnson asked to clarify the requested funding for Police and Fire market adjustments. Mr. Dye explained market adjustments were done throughout the year for other employees and are included as part of next year's budget and currently Police and Fire are midrange, noting they are the hardest and most competitive to recruit. Council Member Johnson said he wants to ensure that they have the top equipment from here forward when planning the budget. Mr. Dye confirmed equipment and facilities are currently the best. Mr. Dye discussed employee compression issues and how they would be cleared up in a two year period. He discussed a four and a half percent rate increase for water costs due to inflation, and a solid waste increase request of ten percent for

Republic Waste Services. Vice-Chairman Humphreys asked to review data of water rates over past ten years. Public Works Director Gabe Johnson said a four to five percent per year increase is normal. City Manager Cheryl De Leon discussed associated operational costs. Council Member Johnson asked to clarify the ten percent increase for Solid Waste. Mr. Dye explained the justification for costs, including fuel and staffing increases and noted last year they did not receive an increase. Council Member Johnson asked about future cost increases to residents, Mr. Dye explained the current contract terms, noting there is an opportunity to renew or rebid in eighteen to twenty-four months. Solid Waste/Landfill Director Dr. Patricia Redfearn and Mr. Dye said the city is sensitive to citizens' costs, and they have done due diligence to hold Republic Waste to appropriate costs for services. They confirmed the city subsidizes as it costs the city more to collect than what citizens pay. Mr. Dye provided an overview of the Capital Improvement Project funds, road construction, Fire and Emergency Medical Services. Ms. De Leon said the fund summaries were sent to the committee previously for review.

Assistant Finance Director Brady Olsen introduced his new budget team and discussed the budget review process and calendar. He noted they made adjustments to various line items and sent them to the City Manager's Office for review. Mr. Olsen discussed the budget timeline and upcoming hearings. He discussed maintaining level of services for citizens, noting energy and fuel were challenging. Mr. Olsen discussed personnel increases and matching the budget to departmental operations. He noted some changes include condensing the budget presented to match the Annual Comprehensive Financial Report, consolidating the Solid Waste Fund and updating recording of revenues and expenses.

Mr. Olsen provided economic development information, discussed increased home sales prices, increased consumer price index and gave an overview of property and sales tax. He reviewed sales tax history and explained expected continued growth. Mr. Olsen discussed the sales tax policy, how funds would be allocated, noting the General fund receives one cent, Parks Venue Fund one quarter cent, Streets Maintenance one quarter cent, Community Policing one quarter cent, and Epic and Epic Waters one quarter cent. Vice-Chair Humphreys asked if there is a priority plan for the first allotment of money spent on development and Chairman Copeland asked if there is legal obligation to spend the first million dollars on economic development. Mr. Dye discussed development plans and said there is no legal obligation. Council Member Johnson asked how much was used for Community Policing. Mr. Olsen confirmed eleven million dollars this year. Mr. Dye discussed positions and equipment which come from the General Fund and Community Policing.

Mr. Olsen reviewed fiscal years 2021, 2022 and 2023 property tax values and rates. He discussed average home values, current homestead and senior and disability status exemptions. Mr. Olsen reviewed fund balances, revenues, funds spent and reserves per policy or state law. He explained actuals, current budget, projections and ending resource amount. Ms. De Leon, Mr. Olsen and Finance Director Cathy Patrick explained projections, reserves, debt service funds and enterprise funds. Mr. Olsen explained the total budget of four hundred seventy million dollars, discussed city revenues and expenditures by fund and reviewed general fund expenditures.

Council Member Johnson asked to clarify added positions. Ms. De Leon confirmed the Police Department will hire four and the Fire Department will hire two.

Mr. Olsen reviewed increases and decreases in the General Fund and how they are paying for those and provided a departmental general fund overview. Ms. De Leon confirmed there is staff restructuring and high demand in the Planning Department. She also confirmed that Community Revitalization has an increase due to two positions that are managed by the City Manager's Office.

Mr. Olsen discussed the debt fund and savings from recent bond refundings. He discussed Capital Improvements Projects funding and issuance of the remaining eight million dollars in voter authorized economic development debt. Vice-Chairman Humphreys asked to clarify debt issuance and how much longer the city would subsidize. Ms. De Leon discussed the 2020 vote and debt issued in 2021 and Mr. Olsen confirmed this is last year planned.

Mr. Olsen discussed Water/Wastewater increases. Public Works Director Johnson clarified water is purchased from four different sources and all is sent thru the Trinity River Authority. He also discussed associated costs and advised the impact of Capital Improvement Projects. Mr. Johnson said the rate structure has not changed over time and should be reviewed in the next few years. He said the lowest tier is what the city subsidizes. Mr. Johnson said this is a record year for water sales but there is a cost associated with those sales. Mr. Olsen confirmed fuel, energy and staff charges have hit this fund.

Mr. Olsen reviewed Solid Waste fund functions and discussed how they consolidated four funds into one. He described large one-time projects in fiscal year 2022 which drew down reserves, noting the fiscal year 2023 budget includes replacement of major equipment, costs of additional brush crew and the restoration of Kirby Creek garden. Mr. Olsen and Mr. Johnson provided information on the storm water fund, capital improvement projects and addition of a coordinator position.

Mr. Olsen said the hotel/motel tax fund has returned to normal operations and reviewed funding. Ms. De Leon and Communications Director Amy Sprinkles discussed marketing efforts.

Parks, Arts and Recreation Director Duane Strawn introduced Assistant Parks Director Leticia Evans who provided a Parks Fund overview. She discussed cemetery projections and reviewed the Lake Parks fund. Ms. De Leon discussed the assumption of Margaritaville's take over on October 1st and the projected net loss. Mr. Strawn clarified the revenue loss of the takeover and discussed replenishing reserves over the next few years. Council Member Johnson asked to clarify the net loss, drilling down on the funds. Ms. De Leon said they can gather and provide the information at a later date. Chairman Copeland said he would like details of Loyd Park losses to be separated from the overall report. Assistant Parks Director Gary Yakesch explained the revenue breakdown and losses, and said they would provide a more specific report as requested.

Ms. Evans discussed the Golf Consolidated budget. Chairman Copeland asked to clarify the GolfNow Promo. Ms. Evans explained the stats and number of rounds and discussed salary adjustments.

Ms. Evans reviewed The Epic budget and discussed a loss of one million, seven hundred dollars, noting they have had some savings, but the fund is in cost recovery due to effects of the Covid-19 pandemic. Chairman Copeland asked to clarify projected membership number and Council Member Johnson said an adjustment to membership pricing should be considered to increase membership. Mr. Yakesch and Ms. Evans said they would review and meet with staff to provide a more accurate proposed membership number and update.

Ms. Evans reviewed the Epic Waters budget and discussed revenue of nearly two million dollars.

Ms. Evans reviewed the Ruthe Jackson Center budget at a projected loss of one hundred thirty-three thousand dollars due to decline of food and beverage sales. Chairman Copeland asked to review sources for these losses and whether they considered the impact of the new conference center at Highway 161. Mr. Yakesch said rental and service charges also added to the loss and said the

conference center would impact the city in fiscal year 2024-25. Council Member Johnson asked for a history of net gains and losses as he is concerned with additional losses once the convention center opens. Ms. De Leon said many residents hold events at this location, and confirmed it would be reviewed. Ms. De Leon and Ms. Evans confirmed funding for the center comes from sales tax, not property tax.

Ms. Evans presented the Uptown Theater budget information noting losses and reminded the committee the venue is a community service type venue and staff is currently looking to draw in different kinds of entertainment to this location. Ms. De Leon added they will also review all facilities' sustainability.

Ms. Evans presented The Summit's proposed budget. Ms. De Leon said fees at The Summit have not increased in ten years and said they have a one million two hundred thousand dollar net operating loss.

Ms. Evans reviewed the Prairie Lights budget with a net income projection of five hundred twenty two thousand, seven hundred forty seven dollars which includes police personnel.

Mr. Olsen various funds. He reviewed the Municipal Courts budget noting revenue from tickets and fines has declined. Mr. Olsen then reviewed the pooled investment fund. He provided a Capital Improvement Project Fund Overview.

Mr. Olsen and Solid Waste Director Dr. Patricia Redfearn discussed Solid Waste rates. She discussed Republic Service's request for a ten percent rate increase for solid waste services across the board for residential, commercial and industrial. Dr. Redfearn said the landfill tipping fee will increase and reviewed the current contract, which is to expire in October of 2028, noting Republic Services will not renew bag contracts. She provided information on current garbage and recycling services, brush collection, litter collection, Texas Department of Transportation collection, Household Hazardous Waste collection, illegal dumping cleanup, provision of affordable landfill access for Grand Prairie citizens and gas control collections. Dr. Redfearn provided a rate history of residential services since 2009. Chairman Copeland suggested putting this information in The Pipeline newsletter. Dr. Redfearn provided a graph comparison of residential solid waste rates for fiscal year 2023, noting the Republic Services rate is currently seven dollars and sixty cents per household per month. She said it is hard to compare rates with other cities because some do not have landfills or services may vary. Dr. Redfearn and Deputy City Manager Bill Hills confirmed there are approximately sixty-two years of landfill time available. Vice-Chairman Humphreys asked if residents would have to switch to carts eventually. Mr. Hills said it would depend on whether the city bid includes a requests for bag service and what the vendor has to offer. Mr. Hills discussed the possibility of purchasing carts for residents. Vice-Chairman Humphreys said he would be on board with enhancing recycling for residents and educating the public.

EXECUTIVE SESSION

There was no executive session.

CITIZEN COMMENTS

There were no citizen comments.

ADJOURNMENT

Vice-Chairman Humphreys adjourned the meeting at 4:29 p.m.

The foregoing minutes were approved at the _____ Finance and Government Committee meeting.

Chairman Jeff Copeland



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

REQUESTER: Tina Alvarez

PRESENTER: Jeff Copeland, Chairman

TITLE: Minutes of the August 2, 2022, Finance and Government Committee

RECOMMENDED ACTION: Approve



**CITY OF GRAND PRAIRIE
FINANCE AND GOVERNMENT COMMITTEE
CITY HALL - COUNCIL BRIEFING ROOM
TUESDAY, AUGUST 02, 2022, AT 2:30 PM**

MINUTES

CALL TO ORDER

Council Member Cole Humphreys called to order the City of Grand Prairie Finance and Government Committee meeting to order at 2:30 p.m. on Tuesday, August 2, 2022, in the Council Briefing Room, 300 West Main Street, Grand Prairie, Texas.

MEMBERS PRESENT

*Council Member Cole Humphreys
Council Member Kurt Johnson*

MEMBERS ABSENT

Chairman Jeff Copeland

STAFF PRESENTATIONS

1. Tangle Ridge Golf Review

City Manager Steve Dye introduced J.J. Keegan, Envision Strategist and Reality Mentor, along with Director of Parks, Art, and Recreation, Duane Strawn, to present information regarding the Tangle Ridge Golf Club, including implementation of recommendations to enhance the golf course experience for citizens and become a positive asset for the City of Grand Prairie.

Council Member Humphreys asked for clarification. City Manager Dye noted that the presentation is a recommendation at this time, with no anticipated reduction in work force.

2. FY2023 Proposed Parks Budget Overview

Parks, Arts and Recreation Director Duane Strawn presented information regarding the FY2023 Proposed Parks Budget Overview. Council Member Cole Humphreys and Council Member Kurt Johnson requested a yearly loss breakdown.

3. Public Improvement District (PID) Request for Mowing Transfer Increase

Special District Administrator Lee Harriss presented information regarding Public Improvement District (PID) Request for Mowing Transfer Increase. The requested PID increase (class A) in the amount of \$267,896. The annual increase is in the amount of \$96,957. Chief Financial Officer, Cathy Patrick, stated the increase is being requested due to the double mowing we are doing.

CONSENT AGENDA

Council Member Johnson moved, seconded by Council Member Humphreys, to approve consent agenda items four through seventeen. The motion carried unanimously.

4. Minutes of the July 5, 2022, Finance and Government Committee Meeting

Approved On Consent Agenda

5. Professional Services Contract for sales/use tax compliance review and recovery services from Texas City Services, LLC in the amount of \$150,000 annually. This agreement will be for one year with the option to renew for four additional one-year periods totaling \$750,000 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$37,500 of the original maximum price so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms

Approved On Consent Agenda

6. Professional Design Services contract with Rouch Architects for \$56,150 for programming, planning, design, documentation, and construction administration services for renovations of the Public Health & Environmental Quality Department at level 2 of City Hall East. In addition, the staff is recommending a 10% design contingency for \$5,615, an allowance of \$9,500 for low voltage design, and a reimbursable expenses allowance of \$2,700, resulting in a total funding request of \$73,965

Approved On Consent Agenda

7. Annual Contract for UPS Maintenance and Repair from DC Group Inc. (\$38,325 annually) for one year with the option to renew four additional one-year periods totaling \$191,625 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$9,581.25 so long as the city council appropriates sufficient funding to satisfy the cities obligation during the renewal terms

Approved On Consent Agenda

8. Purchase of Kids Area Computers from AWE Learning in the amount of \$75,000.00

Approved On Consent Agenda

9. Purchase of Water Supplies from Forti line (\$99,191.45) through a national cooperative agreement with the National Cooperative Purchasing Alliance

Approved On Consent Agenda

10. Escrow Agreement between the City of Grand Prairie and Knox Street Partners No. 30, LTD

Approved On Consent Agenda

11. Professional Engineering Contract with Walter P Moore for Avenue K and Sherwood Forest Drainage Study in the amount of \$101,800.00

Approved On Consent Agenda

12. Carruthers Landscape Mgt. Change Order #5 increase by \$138,944.14 annually for two years for Parks landscape maintenance services

Approved On Consent Agenda

13. Resolution authorizing the City Manager to submit the Fiscal Year 2023 grant application with the Federal Transit Administration (FTA). The total budget to operate the grand connection for the fiscal year 2023 is \$1,528,937, which the city will provide matching requirements of \$473,403

Approved On Consent Agenda

14. Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruct Program to Symone Construction Services, LLC for \$136,486.20

Approved On Consent Agenda

15. Annual contract for water chemicals from Petra Chemical Acquisition Company LLC dba DCC for ten (10) months totaling an estimated \$250,000 through a national Cooperative Agreement with Buy Board

Approved On Consent Agenda

16. Ratify expenditures estimating \$300,000 for an emergency fuel purchase for city departments from US Oil, a Division of U.S. Venture, Inc.

Approved On Consent Agenda

17. Annual Agreement for a one-time purchase of an outdoor, multi-tree (3) Christmas display and installation, tear-down, and monthly maintenance from Danken for \$83,425.00 and annual installation, tear-down, and monthly maintenance for four additional one-year periods in the amount of \$19,000.00 annually to equal a total contract value of \$159,425.00 if all renewals are executed; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$20,856.25 of the maximum price so long as the City Council appropriates sufficient funding to satisfy the city's obligation during the renewal terms.

Approved On Consent Agenda

ITEMS FOR INDIVIDUAL CONSIDERATION

18. Purchase of OpenGov Budgeting & Planning Suite and Reporting & Transparency Platform in the amount of \$441,669 from OpenGov Inc. through the Texas DIR Contract Number DIR-TSO-4227

Assistant Director of Finance, Brady Olsen, presented software options that would allow the city to be more consistent in processes, provide a useful tool for Directors, and be more user-friendly for the

City's citizens. The City has an opportunity to secure pricing for a three-year period, which will help us move through the more extensive Finance and HR Enterprise Resource Planning (ERP) processes. The software provides quality documentation and shortens the time required to update items.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

19. Annual contract for Audit Services from Weaver and Tidwell, LLP for \$186,750 annually. This agreement will be for one year with the option to renew for four additional one-year periods totaling \$933,750 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$46,687.50 so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms

Chief Financial Officer Cathy Patrick recommended a new contract for Weaver and Tidwell for the City's Audit Services. She explained that doing so would be less expensive, as Weaver and Tidwell are familiar with the City's financial statements. Council Member Johnson asked for clarification. Ms. Patrick stated that Weaver and Tidwell review our financial statements and test different components.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

20. Annual agreement includes four annual renewal options with Cigna for Dental PPO and Dental HMO and guarantees fixed rates for five years. Dental HMO rates for employee, employee + spouse, Employee + Children, and Employee + Family are \$7.26, \$13.78, \$15.98, and \$23.60, respectively. Dental PPO 1 rates for employee, employee + spouse, Employee + Children, and Employee + Family are \$40.95, \$80.89, \$84.86, and \$146.74 respectively

Assistant Director of Human Resources Tasha Velasco presented a recommendation for an annual agreement that includes four yearly renewal options with Cigna for Dental PPO and Dental HMO and guarantees fixed rates for five years. She also stated that the agreement is a competitive program. Council Member Humphreys asked who was responsible for the cost. Ms. Velasco explained it was employee participation, and this year's cost is lower than last year's cost.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

21. An ordinance amending the FY2021/2022 Solid Waste Operating Budget; Professional contract for construction of Sector 4A Liner System with FCS Construction for \$2,207,902 with a 5% contingency of \$121,435, totaling \$2,329,337; Professional Construction Quality Assurance (CQA) contract to Weaver Consultants Group in the amount not to exceed \$199,394. The combined total of these projects is \$2,528,731

Director of Solid Waste Patricia Redfern presented the work to be performed for this Contract including the construction and CQA of the Sector 4A waste disposal area liner system and related structures. Sector 4A is approximately 11 acres and is located west of the existing Sector 3. City Council Member Humphreys asked for a definition of a liner, and the Director of Solid Waste Redfern explained the liner and how it was utilized.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

22. Change Order No. 2 with Dallas County for the widening and extension of Wildlife Pkwy between Belt Line Rd and SH 161 in the amount of \$23,946,070, for which the City's contribution will be \$16,565,783.00

Transportation Director Walter Shumac presented change order number two for the widening and extension of Wildlife Pkwy between Belt Line Rd and SH 161 for \$23,946,070, for which the City's contribution will be \$16,565,783.00. Council Member Humphreys asked if Dallas County was responsible for the overall project. Mr. Shumac clarified responsibility was dividedly equally between Dallas County and the City.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

23. Agreement for a Portable Ice-Skating Rink for Downtown Christmas celebration attractions

Downtown Manager Chip Nami presented an agreement for a Portable Ice-Skating Rink for the Downtown Christmas celebration attraction. Council Member Humphreys asked if conjoining Prairie Lights and the Ice-skating rink would be possible to avoid impacting Prairie Lights. Downtown Manager, Chip Nami we can certainly investigate it.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

24. Annual Contract for janitorial services from Entrust One Facility Services (\$975,034.22 annually) for one year with the option to renew four additional one-year periods totaling \$4,875,171.10 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$50,000 of the original maximum price so long as the city council appropriates sufficient funding to satisfy the cities obligation during the renewal term

Purchasing Manager Angi Mize presented a contract for janitorial services from Entrust One Facility Services for all current City facilities, excluding the Summit and the Epic. Services provided under this contract include standard cleaning of the facilities. UBM Enterprise is our current janitorial vendor; their contract expires on August 31, 2022.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

25. Amendment No. 2 regarding the Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) for Epic Central work for \$816,861.46 addressing project enhancements, revisions, and coordination items

Director of Design and Construction Andy Henning requested the use of contingency funds for \$816,861.46. The funds are currently allocated on the existing Purchase Order for the Hill & Wilkinson Epic Central Construction project from the Epic Central Capital Projects Fund, which will be utilized for enhancements and revisions.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

26. Annual contracts for motor fuel from Mansfield Oil Co. of Gainesville, Inc., US Oil, a Division of U.S. Venture, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation. Authorize execution of a rebate agreement with National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector, at an estimated annual amount of (\$4,000,000). This agreement is for an initial term of five (5) months with the option to renew for two additional one-year periods totaling an estimated \$12,000,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$50,000 of the original maximum price so long as the city council appropriates sufficient funding to satisfy the cities obligation during the renewal term

Fleet Services Manager Jayson Ramirez requested the renewal of the annual contracts for Mansfield Oil Co. Of Gainesville, Inc., US Oil, a Division of U.S. Venture, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders' Corporation. The contract will be for all departments' fuel purchases. He noted that the fuel is not aviation grade. Council Member Humphreys asked if Police and Fire had fuel allocated in their budgets. Mr. Ramirez stated fuel costs were budgeted, and the price is less than retail fuel costs.

Council Member Johnson moved, seconded by Council Member Humphreys, to approve this item. The motion carried unanimously.

27. Professional Engineering Services contract with Freese & Nichols, Inc. (FNI) for Lake Ridge Lift Station Improvements, Phase I for \$1,030,200 and a 5% contingency amount of \$51,510 for the total amount of \$1,081,710

Public Works Director Gabe Johnson requested funding for the Professional Engineering Services contract with Freese & Nichols, Inc. for Lake Ridge Lift Station Improvements, Phase I, for \$1,081,710.

Council Member Johnson moved, seconded by Council Member Humphreys to approve this item. The motion carried unanimously.

28. Annual contract for flex base material from Big City Crushed Concrete (\$388,000 annually) for one year with the option to renew four additional one-year periods totaling \$1,940,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$50,000 so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal term(s)

Mr. Gabe Johnson requested the renewal of the annual contract with Big City Crushed Concrete for one year (\$388,000.00), with the option to renew four additional one-year periods totaling \$1,940,000.00. The flex base material will be used to repair various streets and other street improvements.

Council Member Johnson moved, seconded by Council Member Humphreys to approve this item. The motion carried unanimously.

EXECUTIVE SESSION

There was no executive session.

CITIZEN COMMENTS

There were no citizen comments.

ADJOURNMENT

There being no further business, the Finance and Government Committee meeting adjourned at 4:27 p.m.

*Council Member Cole Humphreys
Finance and Government Committee*

Date



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/06/2022

REQUESTER: Steve Plumer, Park Planning and Development Manager

PRESENTER: Duane Strawn, Director Parks, Arts and Recreation Department

TITLE: Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 2 with Fast General Contracting at the Grand Prairie Memorial Gardens for wrought iron fence replacement, substitution of hydroseed in lieu of sod and to ratify the payment for irrigation pipe relocation and sprinkler head installation in the total amount of \$28,120, for a total project cost of \$465,504

RECOMMENDED ACTION: Approve

ANALYSIS:

With the expansion of the additional gardens at Grand Prairie Memorial Gardens, an extension of the perimeter wall is needed to enhance the design of these spaces. Additionally, upon inspection of the existing wall, it was determined that replacement of the entire remaining wall was necessary due to an unavoidable ground structural failure.

In November 2020, CMO approved a professional services contract with Salcedo Group, Inc. for professional engineering services. Plans were developed to replace the existing screen wall and construct additional screen wall for the Grand Prairie Memorial Gardens.

On August 3, 2021, City Council approved a construction contract with Fast General Contracting in the amount of \$387,450 for the demolition and replacement of the decorative screening wall at Grand Prairie Memorial Gardens. Upon start of construction of the support piers, it was determined that soil conditions required additional piers at a deeper length, additional rebar and concrete, and a drainage structure and pipe to move rainwater under the wall.

Change Order/Amendment No. 1 in the amount of \$49,934 was approved by City Council on June 21, 2022, for the labor, materials, and equipment for these additional construction items due to unforeseen conditions. Additional piers at a deeper depth, additional rebar and concrete, and a drainage structure and pipe to move rainwater under the wall was included. An additional amount of \$10,066 was added to be used to recover the grounds around the fence area once the project is complete and will include replacement turf and landscape and ornamental features as necessary.

Change Order/Amendment No. 2 in the amount of \$28,120 is for the relocation of an irrigation main line, irrigation lateral line, the replacement of 20 sprinkler heads, the replacement of aging wrought iron fencing and the substitution to seeded turf from sodded turf (net of all contractor credits). The relocation of the irrigation system was required even though the new design plans reflected the exact same location of the current wall but due to the extensive core drills required for wall stability, Oncor requested the new wall design to be moved two feet onto City property to avoid conflict with overhead power lines during core drilling

FINANCIAL CONSIDERATION:

Funding for the Grand Prairie Memorial Gardens Perimeter Wall Improvements Change Order No. 2 is available by drawing down on current project fund balance of \$10,066 in the Cemetery Capital Project Fund (316310), WO #02113303 and by approving an ordinance transferring and appropriating the remaining total of \$18,054 from the unobligated fund balance in the Cemetery Operating Fund (3190) to the Cemetery Capital Project Fund (316310), WO #02113303 (Grand Prairie Memorial Gardens Perimeter Wall Improvements) for a total of \$28,120.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$18,054 FROM THE UNOBLIGATED FUND BALANCE IN THE CEMETERY OPERATING FUND (3190) TO THE CEMETERY CAPITAL PROJECT FUND (316310), WO #02113303 (GRAND PRAIRIE MEMORIAL GARDENS PERIMETER WALL IMPROVEMENTS).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. THAT the FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET be amended by transferring and appropriating \$28,120 from the unobligated fund balance in the Cemetery Operating Fund (3190) to Cemetery Capital Project Fund (316310), WO #02113303 (Grand Prairie Memorial Gardens Perimeter Wall Improvements).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 20, 2022.

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 316310 - 02113303
 Project Title: GP Memorial Gardens Perimeter Wall
 Current Request: \$28,120.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Construction (68540)	\$447,450	\$10,066	\$28,120	\$38,186	\$475,570
				\$0	\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL	\$447,450	\$10,066	\$28,120	\$38,186	\$475,570



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/06/2022

REQUESTER: Steve Plumer, Park Planning and Development Manager

PRESENTER: Duane Strawn, Director of Parks, Arts and Recreation

TITLE: Professional services contract with BSA Design Group, Inc. (BSA) in the amount of \$43,500 and approve a 5% contingency of \$2,175, for a total cost of \$45,675 for architectural services for the Grand Prairie Memorial Gardens Administration Building Lobby Improvements

RECOMMENDED ACTION: Approve

ANALYSIS:

As Grand Prairie Memorial Gardens continues to develop and expand, improvements to the administration building are necessary to better accommodate customers in their time of need. The current space to assist families plan for their loved one is limited to one family at a time. As GPMG continues to grow, additional private consultation space is needed for instances when multiple families are at the facility.

The Purchasing Department sent out a Request for Qualification Proposal advertisement (RFQ 22102) for architectural services for the Grand Prairie Memorial Gardens Administration Building Lobby Improvements. On June 14, 2022, the Purchasing Department received a total of eight submittals in response to this RFQ. A committee of Parks, Arts and Recreation staff evaluated the submittals and selected the consulting firm of BSA, Inc., as the finalist for the project. BSA, Inc. has successfully completed several interior design projects including several interior lobby renovations.

FINANCIAL CONSIDERATION:

Funding for the Professional Services contract with BSA Design Group, Inc. (BSA) in an amount not to exceed \$45,675 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Cemetery Operating Fund (3190).

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CEMETERY OPERATING FUND (3190) BUDGET BY TRANSFERRING AND APPROPRIATING \$45,675 FROM THE UNOBLIGATED FUND BALANCE IN THE CEMETERY OPERATING FUND (3190)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. THAT the FY 2021/2022 CEMETERY OPERATING FUND (3190) be amended by transferring and appropriating \$45,675 from the unobligated fund balance in the Cemetery Operating Fund (3190)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, September 20, 2022.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Amendment/Change Order No. 2 to the construction contract with Felix Construction Company in the amount of \$44,881.59 for the demolition of the old Fire Station No. 3 and a time extension due to switchboard delivery days for Robinson Road Pump Station for a total contract cost of \$7,953,274.48.

SUMMARY:

<i>Vendor Name:</i>	Felix Construction Company
<i>Annual Cost/Total Cost:</i>	\$7,953,274.48
<i>Department:</i>	Engineering and Public Works
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

On March 2, 2021, the City council approved a construction contract with Felix Construction Company in the amount of \$7,864,279 for Robinson Road Pump Station; 5% construction contingency in the amount of \$393,214; Materials testing with Team Consultants in the amount of \$15,076; in-house labor distribution in the amount of \$40,000 for a total of \$8,312,569.

Amendment/ Change Order No. 1 in the net amount of \$44,113.89 provides for a cost increase of \$54,533.89 for incoming electrical primary utility route, piping, and plumbing modifications inside the pump station; Check valves model change for compatibility with city standardized valves; Amendment/ Change Order. No. 1 also provides for a cost decrease of (-\$10,420) for City fiber conduit material modification. The cumulative total of change order No.1 is \$64,953.89 and the net increase is \$44,113.89.

Amendment/Change Order No. 2 in the amount of \$44,881.59 provides for the demolition of the old Fire Station No. 3.

The final construction completion date will be revised to June 30, 2023.

HISTORY:

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<u>Original Contract:</u>	\$7,864,279.00	March 2, 2021	
<u>Change Order # 1</u>	\$44,113.89	April 19, 2022	
<u>Change Order # 2</u>	\$44,881.59	TBD	Fire station demo

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Water Capital Projects	500592-68540 Fund, Activity 01910603, PO 433092 Contingency
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Change Order Details

All provisions of the original contract not expressly amended herein remain in effect.
 Pursuant to the provisions of Section No. 9-6.01, 9-6.02, 9-6.03 of the General Conditions of the Contract, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:

I. Plan sheet revisions: C-5. C-5 will be revised with record drawings.

II. Please add the following items of work:

Items No.	Description of Work	Unit of Measure	Contract Quantity	Increase/Decrease Quantity	Revised Quantity	Unit Price (\$)	Cost
36 (New)	Demolition of Existing Fire Station - Not to begin until City hired contractor has completed Asbestos Abatement under separate contract (abatement to be completed on 8/19/22). - Contractor shall obtain building inspection permit prior to demolition. - Demolition of Existing Fire Station to be completed by 10/31/22.	LS	0	1	1	\$ 44,881.59	\$ 44,881.59

III. Please delete the following items of work :

Items No.	Description of Work	Unit of Measure	Contract Quantity	Increase/Decrease Quantity	Revised Quantity	Unit Price (\$)	Cost
-	There are no Deleted Items	-	-	-	-	-	-

Total Increase: \$ 44,881.59
 Total Decrease: \$ -
 Cumulative Changes: \$ 44,881.59
 Total Increase for CO # 2: \$ 44,881.59



The Completion Date will be revised by adding 260 days to the contract due to switchboard material delivery delays. The revised date is:
 Final Completion: June 30, 2023.

FREES AND NICHOLS, INC.
 TEXAS REGISTERED
 ENGINEERING FIRM
 F-2144

Please sign and return this Change order to the Engineering Division as soon as possible so Future payments may be processed.

Design Engineer: *Aaron B. Conne* Date: 08/03/2022
Freese & Nichols, Inc. Texas Registered Engineering Firm F-2144

Project Engineer: *[Signature]* Date: 8/8/2022

Contractor: *[Signature]* Date: 08/05/2022

Administrative: _____ Date: _____

Representative Inspector: Michael McBee, P.E. - Freese and Nichols, Inc. *Michael McBee* Date: 08/03/2022
Freese & Nichols, Inc. Texas Registered Engineering Firm F-2144

City Engineer: _____ Date: _____

City Attorney: _____ Date: _____

Deputy City Manager: _____ Date: _____

City Secretary: _____ Date: _____



Project / Bid Name:
Robinson Road Pump Station Project

Company: City of Grand Prairie, Texas
Owners Representative: George Fanous
Address: 300 West Main Street

Project Number (FCC):
1989

PCM-005 Fire Station Demo

Phone: (972) 237-8000
E-mail: Gfanous@GPTX.com

Description of Work:

Demolition of existing fire station.

Assumptions:

Exclusions:

Asbestos survey
Abatement

Notes / Other:

Owner to Provide:

A. Labor

Category	Hours	Rate	Total
Principal	-	\$ -	\$ -
Project Manager	-	\$ -	\$ -
Project Engineer	-	\$ -	\$ -
Admin	-	\$ -	\$ -
General Superintendent	-	\$ -	\$ -
Project Superintendent	-	\$ -	\$ -
Foreman	-	\$ -	\$ -
Craftsman	-	\$ -	\$ -
Apprentice / Laborer	-	\$ -	\$ -
Labor Subtotal			\$ -
Markup Factor @	15%		\$ -
LABOR TOTAL			\$ -

B. Felix Equip

Unit	Hours	Rate	Total
Pick-up	-	\$ -	\$ -
Pick-up w/ Tools	-	\$ -	\$ -
Flatbed Truck	-	\$ -	\$ -
Back Hoe	-	\$ -	\$ -
Boom Truck	-	\$ -	\$ -
Loader (CAT 950)	-	\$ -	\$ -
Dump Truck (with driver)	-	\$ -	\$ -
Excavator (CAT 325)	-	\$ -	\$ -
Water Truck	-	\$ -	\$ -
Compactor CAT	-	\$ -	\$ -
Ext Reach Forklift	-	\$ -	\$ -
Grading Tractor (Case 480)	-	\$ -	\$ -
Water Wagon	-	\$ -	\$ -
Jumping Jack	-	\$ -	\$ -
Misc Tools / Supplies	-	\$ -	\$ -
Job Trailer	-	\$ -	\$ -
Misc Other	-	\$ -	\$ -
Felix Equipment Subtotal			\$ -
Markup Factor @	15%		\$ -
FELIX EQUIPMENT TOTAL			\$ -

C. Rental Equip

Unit	Unit	Rate	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
			\$ -
Rental Subtotal			\$ -
Markup Factor @	15%		\$ -
RENTAL EQUIPMENT TOTAL			\$ -

D. Materials

Item	Quant	Cost	Total
Lindamood	1 LS	\$ 38,645.00	\$ 38,645.00
	1 LS	\$ -	\$ -
			\$ -
			\$ -
			\$ -
Material Subtotal			\$ 38,645.00
Markup Factor @	15%		\$ 5,796.75
MATERIAL TOTAL			\$ 44,441.75

E. Subcontractors

Discipline	Quant	Cost	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
			\$ -
Subcontractor Subtotal			\$ -
Markup Factor @	15%		\$ -
SUBCONTRACTOR TOTAL			\$ -

F. Other Direct

Item	Quant	Cost	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
Other Subtotal			\$ -
Markup Factor @	15%		\$ -
OTHER DIRECT COST TOTAL			\$ -

G. FCC Electrical

Discipline	Quant	Cost	Total
Felix Construction Electrical*	1.0	\$ -	\$ -

H. Pass Through

Item	Quant	Cost	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
Pass Through Subtotal			\$ -

Subtotal: A+B+C+D+E+F+G+H **\$ 44,441.75**

Bond Rate (%)	0.98%		\$ 439.84
Tax Rate (%)	0.00%	65.0%	\$ -
Credit Card Fee (%)	0.00%		\$ -

SUB TOTAL **\$ 44,881.59**

CONTINGENCY ** **\$ -**

GRAND TOTAL **\$ 44,881.59**

Estimated Duration of Work (Working Days) **5**

Donald Eason
Donald Eason/Project Manger

DATE :
June 30, 2022

** Work paid for out of Contingency funds will have tax, bond and mark-ups applied at the same rates noted above.



2020 South Nursery Road
Irving, Texas 75060
972.721.0898
Lindamood.net

June 28, 2022

Attn: Gerardo Saucedo
Felix Construction
403 International Pkwy. Suite 500
Richardson, Texas 75081

Phone: (972) 467-7729
Email: Gerardo.saucedo@felixconstruction.com

Project Name: **Grand Prairie Fire Station #3**
Location: 1702 Robinson Rd., Grand Prairie, Texas 75051

Work to be performed

Lindamood, Inc. will provide all labor, materials, tools, equipment, insurance, and all services necessary for selective demolition and haul off all items listed below. No extra work will be performed by Lindamood Inc. unless authorized in writing by an owner's representative. Specific exclusions and conditions listed below work scope.

Work scope to include the following:

Base Bid Demolition:

- Demolition and removal of structure as shown.
- Demolition and removal of foundation.
- Removal of piers, footings or grade beams 3' below existing grade.
- Removal of concrete drive front and back flat work up to 6" in depth.
- Double cut saw cuts for clean removal.
- Removal and haul off of sidewalks.
- Removal and haul off of Back Up Generator Enclosure walls, generator, & foundation.
- Haul off and dispose of debris in a legal manner.
- Leave site in a clean condition.
- Obtain demolition permit and insurance.
- File 10-Day notification to the Texas Department of State Health Services (TDSHS).
- All demolition debris removal and disposal is included.
- Rough grade upon completion.
- 1 Mobilization is Included – additional mobilizations are at the rate of \$2,500.00 each.

Base Bid Total Lump Sum Price: **\$ 38,645.00**

EXCLUSIONS:

- Lindamood, Inc. does not perform any layouts or control lines for any type of work being performed.
- Shoring, bracing, or engineering.
- Import or export of fill material (price available upon request).
- Asbestos survey and asbestos abatement (price available upon request).
- Removal of basements, approaches, or any unforeseen underground material.
- Disconnect, reconnect, rerouting, relocating & removal of any utilities either above ground, below ground or overhead, and capping of storm and sewer lines.
- Freon removal or handling of any hazardous materials.
- Removal of underground tanks, transformers, gutters, and curbs.
- Pumping / cleaning of septic tanks or any other type of underground or above-ground tanks.
- SWPPP, seeding, silt fence / erosion control, traffic control, barricading.
- Tree removal, tree survey, tree protection, landscaping (trees to be trimmed up to 13' to allow access; not responsible for damage to trees within 6' of structure).
- Mandatory construction fence (price available upon request).
- Notification fees from TDSHS; invoice will be sent directly to the owner.
- Power washing of concrete after demolition is complete.
- Backfilling of any voids left from structure removal (price available upon request).
- Filing or fees for permits or TDH notification unless noted above.
- Bid bonds / P&P bonds are not included unless noted above.
- Any unforeseen items or uncovered items during demolition are not included.

CONDITIONS:

- Price is based on Lindamood, Inc. receiving all salvage rights to material being removed:
- This proposal will become an exhibit of any resulting contract documents.
- All MEP demolition, disconnects, make safe, identifying, & rerouting to be done by others.
- Bid is based on a 40-hour work week and (1) mobilization. Any mobilizations thereafter will be bill at \$2,500.00 each.
- Backfill – pricing provided upon request.
- Retainage is due in full (30) days after Lindamood, Inc. completes our scope of work.
- Lindamood having full & complete access to the work area.
- Pricing is valid for (15) days.



PROPOSED CONTRACT MODIFICATION (4.41 / 5)

PROJECT:	Robinson Road Pump Station	PROJECT NUMBER:	
OWNER:	City of Grand Prairie		GRP19108/20685
BUILDER:	Felix Construction		City: W.O. No. 619.106
ENGINEER:	Freese & Nichols, Inc.		Felix: 1989

DESCRIPTION: Fire Station Demolition **PCM No: 5**

NOTIFICATION TO BUILDER:
 The Owner proposes to make the additions, modifications or deletions to the Work described in the Contract Documents as shown in Attachment "A". We request that you take the following action within 10 calendar days:

- Notify us that you concur that this change does not require a change in Contract time or amount. A Field Order will be issued.
- Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.
- Proceed with the change. Payment will be made at the unit price bid.
- Proceed with the change under the time and materials provisions of the Contract.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

By: Michael Mc Bee Date: 06/23/2022

BUILDER'S RESPONSE:
 We respond to your request as follows:

- We propose that this is a no cost or time change. Issue Field Order.
- We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.
- We are proceeding with the change at the unit price bid.
- We are proceeding with the change under the time and materials provisions of the Contract.

By: _____ Date: _____

ACTION TAKEN:

- Proposed Contract Modification rejected. See comments.
- Field Order will be issued.
- Change Order will be issued.

By: _____ Date: _____

**PROPOSED CONTRACT MODIFICATION
ATTACHMENT A**

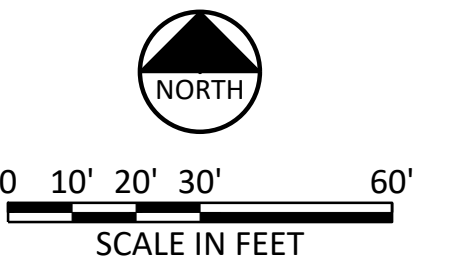
The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

The following modifications are proposed:

- 1. Demolition of the existing/abandoned Fire Station No.3 at 1702 Robinson Road to include mechanical demolition, removal, and disposal of one-story brick building to 2' below adjacent grade. Existing air conditioning units and generator to be removed by City, and shall remain property of the City. See attached plan sheets labeled C-7 and C-9.

By: _____

Date: _____



LEGEND:

- TO BE DEMOLISHED
- TO BE ABANDONED
- PREVIOUSLY ABANDONED

XXXX FENCE REMOVAL

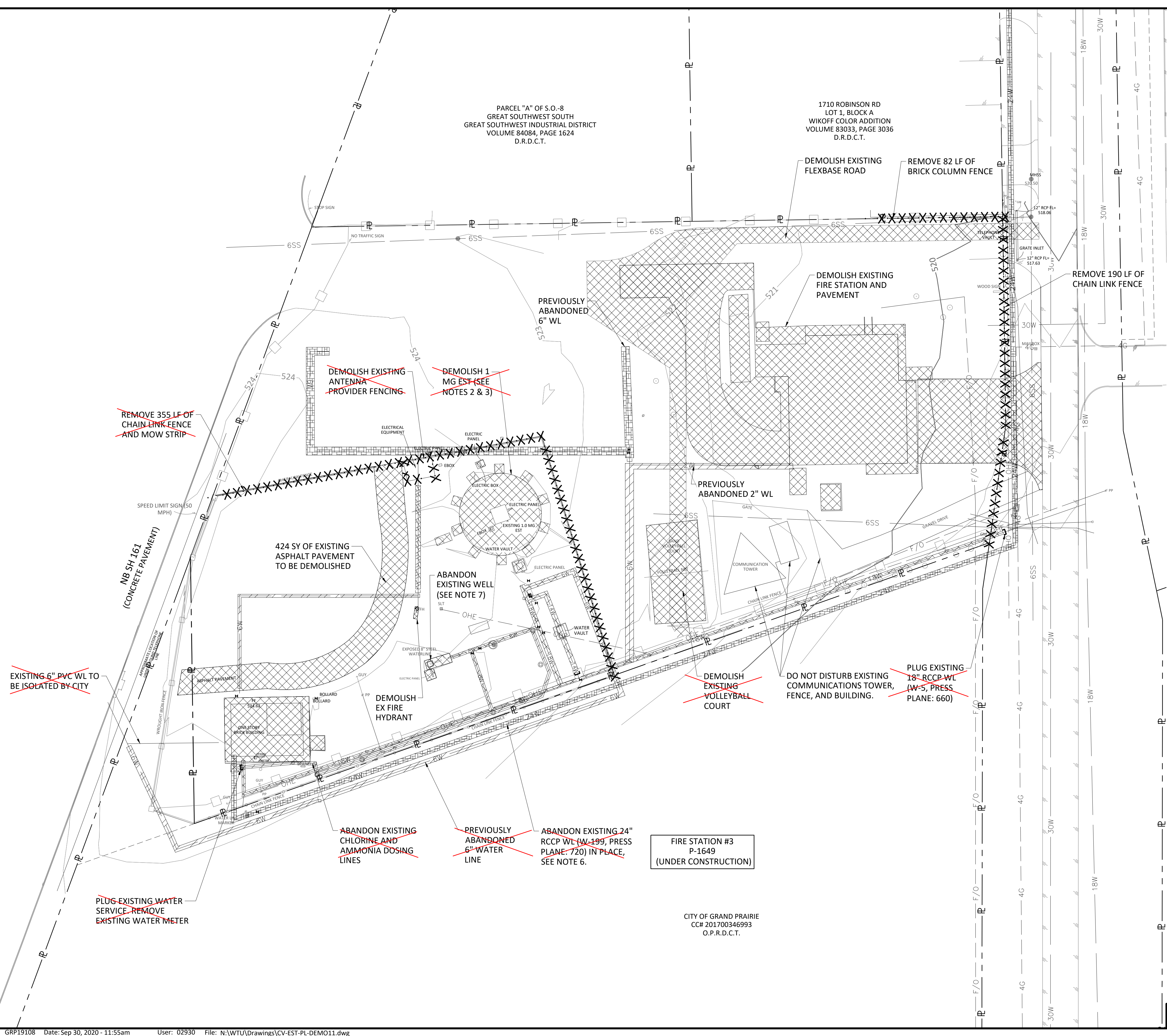
DEMOLITION NOTES:

1. CONTRACTOR TO RESTORE ALL REMOVED SURFACES TO A CONDITION EQUAL TO OR BETTER THAN BEFORE THE WORK BEGAN. ALL DISTURBED AREAS TO BE COMPACTED TO 90% COMPACTION. CONTRACTOR IS REQUIRED TO PERFORM A STANDARD PROCTOR COMPACTION TEST AND PROVIDE THE RESULTS.
2. EST DEMOLITION TO INCLUDE FOUNDATION PIERS UP TO 5' IN DEPTH.
3. CELLULAR ANTENNAS/STRUCTURES TO BE REMOVED BY OTHERS PRIOR TO EST DEMOLITION. CONTRACTOR TO PROTECT ANY TEMPORARY ANTENNAS.
4. FENCE SURROUNDING THE AREA OF THE EST AND PUMP STATION AND THE FENCE SURROUNDING THE ANTENNA PROVIDER ELECTRICAL EQUIPMENT TO BE REMOVED.
5. ALL RUBBISH, UNUSED MATERIALS, AND OTHER NON-NATIVE MATERIALS TO BE REMOVED FROM THE SITE AT NO ADDITIONAL COST TO OWNER. CONTRACTOR IS RESPONSIBLE FOR MEETING ALL LOCAL, STATE, AND FEDERAL REGULATIONS FOR THE DISMANTLE AND DISPOSAL OF ALL DEMOLISHED ITEMS.
6. CONTRACTOR TO ABANDON APPROXIMATELY 1,030 LF OF 24" WATER LINE. SEE APPENDIX B FOR ABANDONMENT LIMITS. CONTRACTOR TO CONFIRM THERE ARE NO EXISTING SERVICES ON THE LINE PRIOR TO ABANDONMENT.
7. WELL ABANDONMENT MUST BE PERFORMED BY A LICENSED WELL DRILLER IN COMPLIANCE WITH TDLR REQUIREMENTS.

C-7

PARCEL "A" OF S.O.-8
 GREAT SOUTHWEST SOUTH
 GREAT SOUTHWEST INDUSTRIAL DISTRICT
 VOLUME 84084, PAGE 1624
 D.R.D.C.T.

1710 ROBINSON RD
 LOT 1, BLOCK A
 WIKOFF COLOR ADDITION
 VOLUME 83033, PAGE 3036
 D.R.D.C.T.



FIRE STATION #3
 P-1649
 (UNDER CONSTRUCTION)

CITY OF GRAND PRAIRIE
 CC# 201700346993
 O.P.R.D.C.T.

ROBINSON RD ELEVATED STORAGE TANK
 W.O. # 619.106
 DEMOLITION PLAN I

Freese and Nichols
 Grand Prairie
 TEXAS
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

DESIGN	DRAWN	CHECK	DATE	SCALE	NOTES	FILE	NO.
ANJ	OC	RMO	JUNE 2020	AS NOTED		W	801B

User: 02930
 N:\W\U\Drawings\CV-EST-PL-DEMO1.dwg
 Sep 30, 2020 - 11:55am
 PLOT: 1
 TWIST: 1





1 FIRE STATION #3 (FRONT VIEW)



2 FIRE STATION #3 (BACK VIEW)

C-9
-

ROBINSON RD ELEVATED STORAGE TANK							
W.O. # 619.106							
DEMOLITION PLAN III							
 Freese and Nichols							
							
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION							
DESIGN	DRAWN	CHECK	DATE	SCALE	NOTES	FILE	NO.
ANJ	OC	RMO	JUNE 2020	AS NOTED		W	801B

User: 02930 Office: N:\W\U\Drawings\CV-EST-PL-DEM011.dwg_LAYOUT: C-9 DEMOLITION PLAN III
 Sep 30, 2020 - 11:55am LIS: 1 PLS: 1 TWIST:



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/06/2022

REQUESTER: Jordan Bowens

PRESENTER: Walter Shumac III, Director of Transportation

TITLE: Ordinance amending the FY 2021/2022 Capital Improvements Projects Budget; Professional Consultant Contract with Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements in the amount of \$49,000 for a total project cost of \$3,159,003.00

RECOMMENDED ACTION: Approve

ANALYSIS:

The project consists of design schematics, environmental documents, construction documents, and bidding phase services to convert approximately 1.6 miles on Main Street (SH180), from SH161 to east of Belt Line (FM1382), from a four-lane divided urban roadway with a flush median to a two-lane divided urban roadway with a raised median with landscape enhancements, traffic channelization, water, sewer and drainage upgrades, two signalized intersections and parking at selected locations.

Request for Qualifications #21005 was advertised and distributed to 37 professional engineering firms, including 1 Grand Prairie firm and 20 HUBs. The City received 9 submittals from interested firms. Staff evaluated all the submittals and selected Pacheco Koch as the finalist due to their previous engineering work and their understanding of the project with a clear and decisive process for project delivery.

On March 3, 2021, the City Council awarded a Design/Build Contract in the amount of \$3,110,003.00 to Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements.

Current Change Order/Amendment No. 1 in the amount of \$49,000 represents increased pricing associated with surveying services and engineering services.

FINANCIAL CONSIDERATION:

Funding in the amount of \$49,000.00 for the change order with Pacheco Koch Consulting Engineers is available by approving the use of unobligated funds from the Streets Capital Improvement Projects Fund (400192) and applying them to Activity Number 02111501 (Main St. Roadway Improvements) in the same fund (400192) for Professional Services.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECT BUDGET BY TRANSFERRING AND APPROPRIATING \$49,000 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO WO#02111501 (MAIN STREET ROADWAY IMPROVEMENTS STRT)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. THAT THE FY 2021/202 Capital Improvement Projects Budget be amended by transferring and appropriating \$49,000 from the unobligated fund balance in the Street Capital Project Fund (400192) to WO#02111501 (Main Street Roadway Improvements STRT)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, September 6TH, 2022.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Change Order #1 in the amount of \$10,000.00 for the Fish Creek Stabilization project to verify existing conditions within the project area, accommodate changes with the design, and deliver 100% of documents to the City to the agreement with Teague, Nall, and Perkins, Inc for a total project cost of \$100,445.00

SUMMARY:

<i>Vendor Name:</i>	Teague, Nall, and Perkins Inc
<i>Annual Cost/Total Cost:</i>	\$90,445.00
<i>Department:</i>	Planning and Development
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

On November 5, 2019, Council awarded a contract for professional engineering services to Teague, Nall, and Perkins, Inc for an annual amount of \$90,445.00.

This change order #1 is to add \$10,000 additional fees to verify existing conditions within the project area, accommodate changes with the design, and deliver 100% of the documents to the City.

State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000. With the approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000 without additional Council approval. The City, as an owner, reserves the right to increase the amount of the work to be performed in a given contract by an amount not to exceed twenty-five (25%) percent of the original bid.

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Wastewater Capital Projects	\$2,261.00 from 500692-68560 Fund, Activity 02011303, PO 391713 Contingency Line 3
	<input checked="" type="checkbox"/>	Fund Name: Water Capital Projects	\$2,261.00 from 500592-68560 Fund, Activity 02009703, PO 391713 Contingency Line 4
	<input checked="" type="checkbox"/>	Fund Name: Storm Drainage Capital Project Fund	\$5,478.00 from 401592-61041 Fund, Activity 02206303

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Ordinance
- 2- Change Order Details

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE USE OF CONTINGENCY FUNDS IN THE WASTEWATER CAPITAL PROJECTS FUND (500692), WO# 02011303 (FISH CREEK BANK STABILIZATION), IN THE AMOUNT OF \$2,261.00, AND THE WATER CAPITAL PROJECTS FUND (500592), WO #02009703 (FISH CREEK BANK STABILIZATION), IN THE AMOUNT OF \$2,261.00 AND APPROVING THE USE OF \$5,478.00 FROM THE STORM DRAINAGE CAPITAL PROJECTS FUND (401592), WO # 02206303 (FY22 MISCELLANEOUS EROSION PROJECTS).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. APPROVE THE USE OF CONTINGENCY FUNDS IN THE WASTEWATER CAPITAL PROJECTS FUND (500692), WO# 02011303 (FISH CREEK BANK STABILIZATION), IN THE AMOUNT OF \$2,261.00, AND THE WATER CAPITAL PROJECTS FUND (500592), WO #02009703 (FISH CREEK BANK STABILIZATION), IN THE AMOUNT OF \$2,261.00 AND APPROVING THE USE OF \$5,478.00 FROM THE STORM DRAINAGE CAPITAL PROJECTS FUND (401592), WO # 02206303 (FY22 MISCELLANEOUS EROSION PROJECTS).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE _____ DAY OF _____ 20__.

July 22, 2022

Mr. Ryan Harrell, PE, CFM
Stormwater Utility Manager
City of Grand Prairie
300 W. Main Street
Grand Prairie, TX 75050

RE: Fish Creek Bank Stabilization – Fee Amendment
TNP Project No.: GPR19468

Dear Mr. Harrell:

Per our previous conversations, based on the extended duration between the 90% and 100% submittals for the Fish Creek Bank Stabilization project additional TNP effort is needed to field verify existing conditions within the project area, accommodate changes with the design, and deliver 100% documents to the City. TNP offers the following fee amendment associated with the additional effort for your consideration.

Note: City comments revealed the presence of an existing 12” waterline within the vicinity of the proposed improvement. TNP does not anticipate the waterline to be in conflict with the project improvements. Therefore, scope related to replacing or adjusting the existing waterline is not included in this amendment.

The Scope of Basic Services outlined in Attachment A of the original contract, dated November 20, 2019, is hereby amended to include the following effort.

Task 3 – Construction Documents – CONSULTANT will:

- **Verify Existing Conditions** – Field verification of existing site to document changes
- **Plan Revisions** – Revise 100% plans & OPC that address the City 90% comments
- **Contract Documents** – Update contract docs based on 100% plans & OPC revisions
- **Hydraulic Analysis** – Update preliminary analysis using 100% construction documents for Fish Creek and provide memo documentation to facilitate the FDP.

Fee Breakdown

The not-to-exceed fee from the original contract (Article IV, Payment) is hereby adjusted to include compensation for the above-described changes in the Scope of Basic Services:

Original Fee for Fish Creek Erosion Protection Project:	\$ 90,445
<u>Amendment 1</u>	<u>\$ 10,000 (Fixed Fee)</u>
Amended Total Fee for Fish Creek Erosion Protection Project:	\$ 100,445

Sincerely,

tnp
teague nall & perkins



Jonathan Bengfort, P.E.

Approved by CLIENT:
City of Grand Prairie

By: _____



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Professional Engineering Contract with Halff Associates, Inc. for Henry Branch Slope Repair in the amount of \$61,325.00

SUMMARY:

<i>Vendor Name:</i>	Halff Associates, Inc.
<i>Annual Cost/Total Cost:</i>	\$61,325.00
<i>Department:</i>	Stormwater
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This contract provides for engineering services to develop detailed construction plans and specifications to stabilize the failed slope along Henry Branch between SE Dallas Street and E. Grand Prairie Road. This includes initial environmental permitting, geotechnical analysis, hydrology, and hydraulic analyses, and preliminary engineering for the channel improvements.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Engineering services. Halff Associates, Inc. was selected for this project due to their previous experience with this project and on various and successful City projects.

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal RFB/RFP Sole Source Professional Services

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Storm Drainage Capital Projects	401592-61041 Fund, Activity 02206303
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Ordinance
- 2- Change Order Details

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE USE OF \$61,325.00 FROM THE FY22 MISCELLANEOUS EROSION PROJECTS FUND IN THE STORM DRAINAGE CAPITAL IMPROVEMENTS FUND (401592), WO # 02206303 (FY22 MISCELLANEOUS EROSION PROJECTS).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. APPROVE THE USE OF \$61,325.00 FROM THE FY22 MISCELLANEOUS EROSION PROJECTS FUND IN THE STORM DRAINAGE CAPITAL IMPROVEMENTS FUND (401592), WO # 02206303 (FY22 MISCELLANEOUS EROSION PROJECTS).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE ____ DAY OF _____ 20__.

**Proposed Scope of Services for
AVO P52393
Henry Branch – Slope Repair**

Prepared for
City of Grand Prairie



July 15, 2022



Attachment "A"

PROPOSED SCOPE OF SERVICES
For

AVO P52393 – Henry Branch Slope Repair

July 15, 2022

INTRODUCTION

The purpose of this proposal is to provide engineering services to develop detailed construction plans and specifications to stabilize the failed slope along Henry Branch between SE Dallas Street and E. Grand Prairie Road.

WORK PLAN

Halff proposes to break out the scope of work into two (2) phases. Phase 1 includes initial environmental permitting, geotechnical analysis, hydrology and hydraulic analyses, and preliminary engineering for the channel improvements. Phase 1 will develop four slope stabilization options for consideration. This scope outlines Phase 1 tasks only.

Phase 1

- Task 1: Project Management
- Task 2: Initial Environmental Permitting
- Task 3: Preliminary Henry Branch Stabilization Design

A future Phase 2 will move into development of design documents, environmental permitting coordination, finalizing construction documents, bid advertisement, and construction phase services. This proposal includes a scope of work to prepare construction design plans and specifications for competitive bid of reparations to the slope failure along Henry Branch. Phase 2 tasks will be submitted as a modification at a later date when the preferred solution is agreed upon. Anticipated work tasks are as follows.

Phase 2 (Future)

- Task 1: Project Management
- Task 2: Survey/Data Collection
- Task 3: Environmental Permitting
- Task 4: 60% Design Documents
- Task 5: 90% Design Documents
- Task 6: Final Construction Documents
- Task 7: Advertise and Bid Phase
- Task 8: Construction Support Services

The following is a list of general project assumptions and exclusions used in preparing this scope of work:

- CITY will acquire all required right-of-way and/or easements if necessary. The CITY will gain right of entry on private property for the consultant as needed by the design team (surveyors, geotechnical engineers, etc.)

- No platting, title work or boundary surveys of properties will be required.
- Any temporary shoring needed for the failed slope is not included in this scope of services.
- Compensatory mitigation coordination of potential Threatened & Endangered Species is not considered in this scope.
- FEMA coordination for preparation of a C/LOMR submittal is not included in this scope.

CITY'S RESPONSIBILITIES

- Provide point of contact for the Project. Coordinate access and right-of-entry for field visits if necessary.

ENGINEER'S RESPONSIBILITIES

PHASE 1

TASK 1: PROJECT MANAGMENT

Effective project management is a critical leadership and management function for a successful project. This task consists of planning the project, executing the plan and making necessary adjustments or changes when needed, as well as closing out the project when work has been successfully completed. The project manager shall be the single point of contact for all correspondences.

1.1 Project Team Coordination

Through a project kickoff meeting, Halff Associates Inc. (Engineer) and the City of Grand Prairie (CITY) will develop a project work plan and integrate project team members from both CITY and Engineer's design team. Tasks include:

1. With input from the CITY, define project, resources, submittal procedures, control and measures, schedules, billing instructions, change management process, deliverables, goals, etc.

1.2 Project Performance Management

As the project commences, the goal of this task is to provide continued communication to the CITY project manager and team members. Engineer shall provide to the CITY:

1. Monthly progress reports and invoices, in electronic format.
2. Meeting minutes in electronic format.
3. Attend one (1) kick off meeting at the project site and one (1) preliminary design memorandum meeting to review findings during Phase 1.

TASK 2: INITIAL ENVIRONMENTAL PERMITTING

The U.S. Army Corps of Engineers (USACE) regulates under Section 404 of the Clean Water Act (Section 404) the placement of fill material in waters of the United States (WOTUS). Henry Branch

would likely be classified as WOTUS to the extent of the ordinary high water mark (OHWM), and adjacent wetlands where present. The placement of fill material to accomplish the proposed slope stabilization would be considered a regulated activity in a WOTUS and would require a Section 404 permit.

2.1 Wetland Delineation and Preliminary Jurisdictional Determination

Half shall evaluate the Projects applicability for Nationwide Permit 13, Bank Stabilization, with the U.S. Army Corps of Engineers Fort Worth District. The process will include a site visit by Consultant's Environmental Science staff, determination of Jurisdictional Waters, and preparation of supporting documents for the U.S. Army Corps of Engineers. This does not include preparation of a preconstruction notification to the USACE district, or Individual Permit, although this is not anticipated for this project. This coordination would require additional project schedule and fee not reflected in this proposal.

TASK 3: PRELIMINARY DESIGN

The work product will require the development of preliminary design including a Technical Memorandum, preliminary design plans and opinions of probable cost associated with the slope stabilization reparations of up the four solutions.

3.1 Hydrologic & Hydraulic Analysis

1. Obtain existing hydrology and hydraulic (H&H) modeling from previous studies
2. Conduct H&H analysis to determine design parameters for use in the slope stabilization design and determine potential flood impacts of the solution options.
3. Prepare a brief memorandum report summarizing the results of the hydraulic study for the design alternatives. Memo will include explanation of study procedure, comparison of water surface elevations, profile comparison and hydraulic workmaps.

3.2 Preliminary Design Documents

1. Coordination with Geotechnical sub consultant to establish design parameters and provide recommendations. Geotechnical engineering will be conducted by CMJ Engineering, and their detailed proposal is in Attachment C
2. Prepare up to four (4) preliminary plan concepts that may include the following:
 - a. Channel Grading Plan
 - b. Typical Cross Sections
 - c. Access Plan
3. Prepare Technical Memorandum to include discussion of data collection, design criteria, environmental constraints, up to four (4) slope stabilization solutions, and identification of additional data needed for the Design Phase.

4. Prepare preliminary engineer's opinion of probable cost for up to four (4) slope stabilization solutions.
5. Submit preliminary Technical Memorandum and preliminary design plans for review, comment and coordination with the CITY.
6. Upon receipt of the CITY's comments, Engineer will address all review comments and provide a technical memorandum indicating how each comment was resolved.

QA/QC

To ensure that the final product satisfies the CITY, Engineer shall implement its company prescribed procedures for quality assurance and quality control. At the completion of each Task and prior to the submittal to the CITY or any other reviewing agency, Halff will have the plans and specifications reviewed by a designated Quality Assurance Manager (QAM).

The QAM will provide an independent review of each project task. The QC review process will include a review of calculations, constructability and design. Plans and reports will be reviewed for accuracy, neatness, uniformity, drafting, errors, omissions, conflicts, spelling, grammar, completeness and conformance with the contract agreement.

FEE SUMMARY

Direct Labor (Halff Associates, Inc.)

Task 1: Project Management.....	\$ 8,970
Task 2: Initial Environmental Permitting.....	\$ 2,740
Task 3: Preliminary Design.....	\$ 49,615

TOTAL ENGINEERING SERVICES **\$ 61,325**

Attachment “B”DETAILED FEE BREAKDOWN AND SCHEDULE

This Attachment “B” further defines the basis of compensation to the Consultant for the services rendered.

Basic Fee Services – The basic fee for the services as described in Attachment “B” will be \$ 61,325.00 which includes printing, direct costs and computer charges normally associated with production of these services.

Task (1) through (3) will be billed lump sum monthly based on percent completion of the project and may include partial payments of the total amounts designated for each of the items.

The total maximum fee for all services is \$61,325.00

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

1. Commencement of Work — The City agrees to issue written authorization to proceed as soon as practical after approval by the City. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
2. Time Line — The period of performance for service contained in Attachment “A” is five (5) months from notice to proceed.
 - a. A detailed schedule of performance for individual task contained in Attachment “A” will be determined at notice to proceed and submitted for approval at Project kickoff meeting with City staff.

PROJECT TASK	QAQC/ PRINCIPAL	PROJECT MANAGER	SR CIVIL ENGINEER	MID CIVIL ENGINEER	JR CIVIL ENGINEER	SR STRUCTURAL ENGINEER	JR STRUCTURAL ENGINEER	SR ENVIRO SCIENTIST	MID ENVIRO SCIENTIST	JR ENVIRO SCIENTIST	Sr CADD TECH	CLERICAL	SUB CONSULTANT +10%	TOTAL	
AVO P52393 Henry Branch - Slope Repair															
PHASE 1: PRELIMINARY DESIGN															
TASK 1 - PROJECT MANAGEMENT															
1.1 Project Kickoff															
1			8.0											\$1,880.00	
2			2.0											\$470.00	
3			6.0											\$1,410.00	
Subtotal 1.1														\$3,760.00	
1.2 Project Performance Management															
1			6.0									6.0		\$1,950.00	
2			2.0		2.0									\$800.00	
3			4.0	4.0	4.0									\$2,460.00	
Subtotal 1.2														\$5,210.00	
TASK 1 - SUBTOTAL:		0.0	28.0	4.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	\$ -	\$8,970.00	
TASK 2 - INITIAL ENVIRONMENTAL PERMITTING															
2.1 Environmental Permitting															
1								2	4	16				\$ 2,740.00	
Subtotal 2.1														\$2,740.00	
TASK 2 - SUBTOTAL:		0.0	0.0	0.0	0.0	0.0	0.0	2.0	4.0	16.0	0.0	0.0	\$ -	\$2,740.00	
TASK 3 - PRELIMINARY SLOPE STABILIZATION DESIGN															
3.1 Hydrologic & Hydraulic Evaluation															
1				1.0	2.0									\$445.00	
2				1.0	8.0									\$1,285.00	
3				1.0	5.0									\$865.00	
4				6.0	32.0									\$5,470.00	
5			2.0	16.0										\$3,755.00	
6	4.0	8.0	4.0											\$3,840.00	
Subtotal 3.1														\$15,660.00	
3.2 Preliminary Design Documents															
1				3.0	3.0									\$915.00	
2				16.0	32.0						32.0			\$12,300.00	
3			4.0	3.0									\$ 10,200.00	\$10,910.00	
4				8.0	24.0									\$4,680.00	
5				2.0	4.0									\$890.00	
6			2.0	2.0	4.0									\$1,360.00	
7	4.0	4.0	4.0											\$ 2,900.00	
Subtotal 3.2														\$33,955.00	
TASK 3 - SUBTOTAL:		8.0	16.0	16.0	59.0	114.0	0.0	0.0	0.0	0.0	32.0	0.0	\$ 10,200.00	\$49,615.00	
TOTAL LABOR PHASE 1: PRELIMINARY DESIGN		8.0	44.0	20.0	65.0	114.0	0.0	0.0	2.0	4.0	16.0	32.0	6.0	\$ 10,200.00	\$ 61,325.00

Attachment “C”

SUBCONSULTANT PROPOSAL

Proposal No. 22-8721
June 26, 2022

Halff Associates, Inc.
1201 N. Bowser Road
Richardson, Texas 75081-2275

Attn: Mr. Levi Hein, P.E., CFM

**PROPOSAL FOR:
GEOTECHNICAL ENGINEERING SERVICES
SLOPE SLIDE REPAIR
HENRY BRANCH
S.E. DALLAS STREET TO E. GRAND PRAIRIE ROAD
GRAND PRAIRIE, TEXAS**

Dear Mr. Hein:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to submit a proposal for providing geotechnical engineering services in conjunction with the above-referenced project. We prepared this proposal based on a June 16, 2022 site visit with you, and on the preliminary scope submitted to this office.

CMJ Engineering, Inc. performed a geotechnical investigation for this project with results provided in Report 117-19-248 dated March 21, 2019. Earthwork reconstruction to repair the slope slide occurred in the January to February of 2020 timeframe. Moderate slope translation and rotation has occurred post construction, as observed during the June 16, 2022 site visit. Structural means of slope stabilization are now being considered. Halff Associates, Inc. has been selected to prepare repair plans for this project. Therefore, additional slope stability analyses for structural system are planned, including investigation of fill soils which were placed during the most recent reconstruction attempt. On the order of five alternatives may be analyzed for remedial design measures.

For purposes of this proposal, it is assumed that the borings are accessible to hand operated drilling equipment. In addition, it is assumed that underground utilities at boring locations will be coordinated by CMJ.

SCOPE OF SERVICES

I. BASIC SERVICES

A. SUBSURFACE EXPLORATION

Based on past experience in the vicinity of the project, we anticipate subsurface conditions to consist of the soils and shale of the Eagle Ford geological formation.

Previous borings obtained for Report 117-19-248 will be utilized for analysis. In addition, experienced drillers and technicians will evaluate imported fills placed on the slope with a total of two (2) sample borings advanced using hand-auger methods to an approximate depth of 15 feet, as possible.

Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CMJ's personnel will stake the boring locations using handheld GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

B. LABORATORY SERVICES

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- percent passing #200 sieve
- sieve and hydrometer analyses
- liquid and plastic limit determinations
- unconfined compression tests on soil
- direct shear tests on soil
- unit weight determinations

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

C. ENGINEERING SERVICES

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions
- comments on existing slope materials type, and strength characteristics
- results of slope stability analyses to simulate slide conditions
- recommendations for remediation of the erosion/slides
- comment on embankment slope protection
- recommendations for gabion/retaining wall, and soldier pier foundation type, depth and allowable loading (as necessary)
- recommendations for tiebacks, including founding material, allowable adhesion, and spacing (as appropriate)
- foundation construction requirements (as necessary)
- results of grain size analysis, including D_{50} grain size
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

D. COMPENSATION FOR BASIC SERVICES

It is proposed that the Basic Services described above be performed on a unit price basis, in accordance with the attached Basic Services Cost Estimate. Based on the anticipated scope and the attached Basic Services Cost Estimate, the total cost of the Basic Services should be on the order of \$9,700 to \$9,800. For budget purposes, a maximum cost of \$9,800 is recommended. This cost for Basic Services will not be exceeded without prior authorization.

The estimated costs shown in this proposal are based on the anticipated soil conditions. The final invoice will be based on the specific quantities drilled and tested. If unanticipated conditions are encountered during drilling, we will notify you accordingly.

Halff Associates, Inc.
Proposal No. 22-8721
June 26, 2022
Page 4

E. SCHEDULE FOR BASIC SERVICES

Weather permitting, we plan to initiate these studies within fifteen business days of receipt of notice to proceed, and anticipate that one working day will be required to complete the subsurface exploration for the site (weather conditions permitting). You will receive the final report approximately four to five weeks following the completion of the field phase. We will make preliminary design data available sooner if necessary.

II. ADDITIONAL SERVICES

A. AUTHORIZATION AND SCOPE

Additional Services will be performed only if specifically requested and authorized by Client. Additional Services may consist of the following:

- Additional subsurface exploration, including quantities or items other than described in Basic Services.
- Bulldozer or other equipment services required to achieve access to boring locations in addition to those indicated above.
- Stand-by time or time in excess of one-half hour required for travel between boring locations.
- Additional laboratory services, including quantities or items other than described in Basic Services.
- Additional insurance coverage or limits (if available) other than CMJ's standard policies.
- Additional engineering services, including personnel time and expenses for items not specifically described in Basic Services. This may include, but is not limited to, additional meetings requested by Client or Client's other consultants, assistance to Client in dealing with regulatory agencies, preparation and engineering assistance in legal proceedings, and evaluation of alternative designs for the project or relocation of structure, following initial submittal of the geotechnical report.
- Additional copies of the report, other than the number described in Basic Services.
- Any other required or requested services authorized by Client, other than those specifically described in Basic Services.

B. COMPENSATION AND SCHEDULE FOR ADDITIONAL SERVICES

Additional Services, when authorized by Client, will be in accordance with our Schedule of Fees. Additional Services will be performed at reasonable times and within reasonable schedules as

CMJ ENGINEERING, INC.

Halff Associates, Inc.
Proposal No. 22-8721
June 26, 2022
Page 5

requested by Client. Authorized Additional Services will be billed as a separate item on invoices and a description of the Additional Services will be provided.

III. TERMS AND CONDITIONS

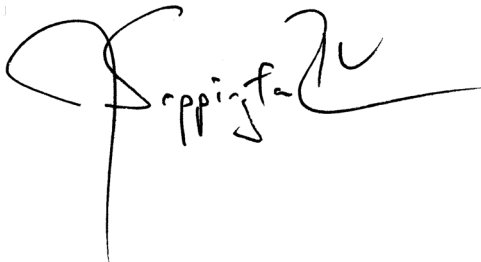
The scope of services will be performed pursuant to the Subcontract Agreement with Halff Associates, Inc.

Thank you for the opportunity to present this proposal. Do not hesitate to call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed scope of services.

* * * *

We look forward to working with Halff Associates, Inc. on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Sappington IV". The signature is stylized with a large initial "S" and a long horizontal flourish extending to the right.

James P. Sappington IV, P.E.
President

copies submitted: (1) Mr. Levi Hein, P.E., CFM; Halff Associates, Inc. (by e-mail)

CMJ ENGINEERING, INC.
 GEOTECHNICAL ENGINEERING SERVICES
 BASIC SERVICES COST ESTIMATE

PROPOSAL: 22-8721
 DATE: JUNE 26, 2022
 PROJECT: SLOPE SLIDE REPAIR
 HENRY BRANCH
 S.E. DALLAS STREET TO E. GRAND PRAIRIE ROAD
 GRAND PRAIRIE, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization - Portable Rig	1	660.00	660.00
Hand Auger Borings w/ Jackhammer (per hr.)	6	250.00	1,500.00
Access / Setup Time (per hr.)	2	250.00	500.00
Fuel Surcharge	1	120.00	120.00
Underground Utility Check	1	175.00	175.00
 Subtotal Subsurface Services			 \$ 2,955.00
 <u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	30	7.50	225.00
Liquid and Plastic Limits	6	64.00	384.00
Percent Passing the No. 200 Sieve	3	72.00	216.00
Sieve/Hydrometer Analysis	2	257.00	514.00
Unconfined Compressive Strength-Soil	5	52.00	260.00
Unit Weight	7	14.00	98.00
Direct Shear Test-Soil	2	686.00	1,372.00
 Subtotal Laboratory Services			 \$ 3,069.00
 <u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	8	148.00	1,184.00
Staff Engineer	18	102.00	1,836.00
Drafting & Secretarial Support	2	53.50	107.00
Misc. Expense (report production, mileage, etc.)	1	120.00	120.00
 Subtotal Engineering Services			 \$ 3,247.00
 TOTAL ESTIMATE			 \$ 9,271.00



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/06/2022

REQUESTER: Damara Winfrey

PRESENTER: Damara Winfrey, Emergency Management Specialist

TITLE: Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Solid Waste Implementation Grant project of \$48,560 from the NCTCOG.

RECOMMENDED ACTION: Approve

ANALYSIS:

The Office of Emergency Management (OEM) is seeking a resolution for an Interlocal Agreement with the North Central Texas Council of Governments for the Solid Waste Implementation Grant project; and authorization of the City Manager to accept the ILA to proceed with the grant project of \$48,560. The ILA will allow OEM to proceed with the grant project and begin the agreement to hire a consulting company to complete the updated Disaster Debris Management (DDM) Plan and facilitate a disaster debris management tabletop exercise for City stakeholders.

FINANCIAL CONSIDERATION:

The City of Grand Prairie is committed to providing applicable matching funds. However, the North Central Texas Council of Governments does not require any matching funds for this Solid Waste Implementation grant and the required ILA. As a result, there is no cash match requirement for this funding source.

BODY**A RESOLUTION FOR AN ILA WITH THE NCTCOG; AUTHORIZE THE CITY MANAGER TO ACCEPT AN ILA FOR THE SOLID WASTE IMPLEMENTATION GRANT PROJECT BY THE FUNDING AGENCY, NCTCOG.**

WHEREAS, the NCTCOG, directed by the Texas Commission on Environmental Quality (TCEQ), allocates solid waste project funds to local Implementation Grants, and

WHEREAS, the City of Grand Prairie in the State of Texas applied for funding for an updated Disaster Debris Management Plan and disaster debris tabletop exercise for City stakeholders through the Request for Project Applications, and

WHEREAS, the City of Grand Prairie's updated DDM plan and disaster debris tabletop exercise will supplement the City of Grand Prairie's Emergency Management Plan, and

WHEREAS, the City of Grand Prairie must enter into an ILA with the funding agency, the NCTCOG, to start the project and to define the scope of services for the Solid Waste Implementation project and meet the provisions of the Texas Health and Safety Code and regional solid waste management plan objectives.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. The City Manager or designee is authorized to accept the application for the NCTCOG FY22-23 Solid Waste Grant award including the updated DDM plan and tabletop exercise project with awarded funding by the TCEQ through the NCTCOG.

SECTION 2. The City of Grand Prairie will comply with the requirements of the NCTCOG, the TCEQ, and the State of Texas, and use the grant funds for which they are intended under the project.

SECTION 3. Activities comply and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

SECTION 4. The City of Grand Prairie will complete an ILA with the NCTCOG to begin the project agreement as required by the funding agency.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE SIXTH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

REQUESTER: Gloria Colvin

PRESENTER: Jeff Copeland, Chairman

TITLE: 2023 Finance and Government Committee Meeting Dates

RECOMMENDED ACTION: Approve

Proposed 2023 Finance and Government Committee Meeting Dates

- January 3
- February 7
- March 7
- April 4
- May 2
- June 6
- July 6
- August 1
- September 5
- October 3
- November 7
- December 5



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Water and Wastewater Rate Increase Consideration

SUMMARY:

<i>Vendor Name:</i>	N/A
<i>Annual Cost/Total Cost:</i>	\$0.00
<i>Department:</i>	Water Utilities/Public Works
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

Review provided rate scenarios for Water Rate increase and discuss effects.

FINANCIAL CONSIDERATION:

None.

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Attachments

**CITY OF GRAND PRAIRIE
MONTHLY WATER/WASTEWATER CHARGES
2022 TO 2023
4.5%**

Item 13.

	Gallons (1,000s)	2022	2023	\$ Chg	% Chg
Residential	3	\$44.04	\$46.00	\$1.96	4.5%
Residential	8	\$99.48	\$103.96	\$4.48	4.5%
Residential	30	\$264.20	\$276.07	\$11.87	4.5%
Commercial	43	\$501.03	\$523.74	\$22.71	4.5%
Industrial	161	\$1838.85	\$1920.87	\$82.02	4.5%

CITY OF GRAND PRAIRIE

MONTHLY WATER/WASTEWATER CHARGES

2022 TO 2023

Item 13.

Scenario 2 No Base Change or \$0.12 volume rate

	Gallons (1,000s)	2022	2023	\$ Chg	% Chg
Residential	3	\$44.04	\$44.79	\$0.74	1.7%
Residential	8	\$99.48	\$103.71	\$4.22	4.2%
Residential	30	\$264.20	\$278.42	\$14.22	5.4%
Commercial	43	\$501.03	\$528.47	\$27.09	5.4%
Industrial	161	\$1838.85	\$1940.28	\$101.43	5.5%

CITY OF GRAND PRAIRIE

MONTHLY WATER/WASTEWATER CHARGES

2022 TO 2023

Item 13.

Scenario 3 No Base Change <1” or \$0.12 volume rate

	Gallons (1,000s)	2022	2023	\$ Chg	% Chg
Residential	3	\$44.04	\$44.79	\$0.74	1.7%
Residential	8	\$99.48	\$103.47	\$3.98	4.0%
Residential	30	\$264.20	\$277.42	\$13.22	5.0%
Commercial	43	\$501.03	\$531.33	\$29.95	6.0%
Industrial	161	\$1838.85	\$1948.41	\$109.56	6.0%

FY23 Customer Utility Bill

	FY22	FY23 (4.5%)	FY23 (Scenario 2)	FY23 (Scenario 3)
Storm Drainage Fee	\$ 4.69	\$ 4.69	\$ 4.69	\$ 4.69
Water	\$ 53.92	\$ 56.34	\$ 56.16	\$ 55.92
Wastewater	\$ 38.97	\$ 40.77	\$ 40.52	\$ 40.52
Trash/Recycling	\$ 16.57	\$ 17.82	\$ 17.82	\$ 17.82
Garbage Tax	\$ 1.37	\$ 1.47	\$ 1.47	\$ 1.47
TOTAL	\$ 115.52	\$ 121.09	\$ 120.66	\$ 120.42
Difference		FY23 (4.5%)	FY23 (S2)	FY23 (S3)
Storm Drainage Fee		\$ -	\$ -	\$ -
Water		\$ 2.42	\$ 2.24	\$ 2.00
Wastewater		\$ 1.80	\$ 1.55	\$ 1.55
Trash/Recycling		\$ 1.25	\$ 1.25	\$ 1.25
Garbage Tax		\$ 0.10	\$ 0.10	\$ 0.10
TOTAL Difference		\$ 5.57	\$ 5.14	\$ 4.90

Note:Based on 8,000 gallons of water & 5,000 wastewater



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 9/06/2022

PRESENTER: Angi Mize, Purchasing Manager

TITLE: Annual contract for HOOPLA Streaming Media Service for Library Customers, with Midwest Tape in an amount not to exceed \$100,000.00 annually to equal a total contract value of \$500,000.00, if all four one-year extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$25,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**REVIEWING
COMMITTEE:**

SUMMARY:

<i>Vendor Name:</i>	Midwest Tape
<i>Cost:</i>	\$100,000.00
<i>Synopsis:</i>	The purchase of HOOPLA Streaming Media Services
<i>Recommendation:</i>	Award

PURPOSE OF REQUEST:

The library's online streaming media service, HOOPLA by Midwest Tape, has been very popular with our customers. Customers may check out audiobooks, music, audio-graphic novels, eBooks, movies, and TV shows from HOOPLA's inventory of 40,000+ items using smart phones, tablets, computers, and web browsers. When we first approved the original HOOPLA contract back in October 2016, we estimated spending up to \$12,000.00 annually for the pay per use service. A new contract increasing the annual amount from \$12,000.00 to \$60,000.00 was executed in July 2018. Since then, actual usage has exceeded projection.

In our mobile society, reaching customers, wherever they are, becomes an important benefit of a Library system, which offers free and equal access to information to all, regardless of age, background or means through connections, discovery, and education.

Therefore, we propose to execute a new contract with higher limits, budget allowing. This contract will be for one year with four one-year renewal options beginning September 21, 2022, through September 30, 2023. Midwest Tape is the Sole Source provider of the HOOPLA Streaming Media Service. Local Government code 252 provides an exemption from the competitive bid process when an item is available from only one source.

PROCUREMENT DETAILS:

Procurement Method: Sole Source

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Library materials Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Sole Source Documents

SOLE SOURCE PURCHASE JUSTIFICATION FORM

Date: 7/26/2022

Department: Library

Policy: Sole Source purchases are exempted from bidding requirements as stated in Section 252 of the Local Government Code. State law clarifies sole source as follows:

1. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
2. films, manuscripts, or books;
3. gas, water, and other utility services;
4. captive replacement parts or components for equipment;
5. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;

Service/Commodity to be Purchased: (include Vendor name and dollar amount of expenditure)

Hoopla from Midwest Tape in the amount of \$100,000 per year

Identify the need and planned use for the commodity/service.

Library customers increasingly expect libraries to provide immediate access to high quality digital media content in an easily accessible form. With Hoopla, we are able to provide this content through the Hoopla app. We've provided access to Hoopla since 2016 and our customers love it!

What is unique about this commodity/service? Why is this necessary to meet your department's goals?

Hoopla allows our customers to use a single app to access content, which includes streaming music, video, digital comics, ebooks, and eaudiobooks. They've recently added access to The Great Courses, Documentary Stream, and several digital magazines. All of this content is available through simultaneous use, which means customers can access content without a waiting period.

Are there competing products? If there are why will they not work? Please be very specific and identify all research into the subject. Please note if there are competing products there must be a very clear reason why they will not work to justify sole source.

Hoopla is currently the only service that offers access to their content with only one app/log-in. In addition, hoopla is the sole LMOD content provider for Warner and Universal Music, as well as CuriosityStream; in addition to select titles from MGM, Nat Geo, Miramax, RLJ, Lionsgate, Viacom, Relativity Media, Pottermore, and other studios and publishers.

Department Director

Purchasing Manager

Official Use Only:

Market Research Date: 08/02/2022

Re-Evaluation Date: 08/02/2024

PO No.(s):

MIDWEST TAPE

Here for Libraries.

PO Box 820 Holland, OH 43528
1-800-875-2785

April 28, 2022

RE: Sole Source Media on Demand service

To whom it may concern:

This letter confirms that hoopla—the all-in-one, digital library service app—its delivery model and offerings, is a sole source product. hoopla (alternatively ‘hoopla’ or ‘the service’) is the only Library Media on Demand (LMOD) software application offered exclusively to and by libraries and is manufactured, sold, and distributed wholly by Midwest Tape, LLC.

The service is an MWT proprietary design providing libraries the only true patron-driven acquisition model delivering all digital media—specifically Audiobooks, eBooks, Comics, Movies, TV, Music, Magazines, and no-fee subscription content viewing—under one log-in, and to all patrons simultaneously, combined with the traditional licensing model known as One Copy One User. As a result, no other available service offers the same purpose or functionality.

Additionally, hoopla is the sole LMOD content provider for Warner and Universal Music, as well as CuriosityStream; in addition to select titles from MGM, Nat Geo, Miramax, RLJ, Lionsgate, Viacom, Relativity Media, Pottermore, and other studios and publishers.

MWT wholly maintains, hosts, and supports hoopla and retains all intellectual property rights in and to hoopla including the Digital Media Platform, websites and applications, and all modifications, updates, or improvements made thereto.

MWT warrants that no other division of MWT or other provider offers a product or service that achieves the same purpose or functionality.

For additional information, please contact me at 800-875-2785 or sbascuk@midwesttapes.com.

Sincerely,

Sue Bascuk
Vice President



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Professional engineering services contract with Halff Associates in the maximum amount of \$116,000 for Stormwater Modeling Annual Update

SUMMARY:

<i>Vendor Name:</i>	Halff Associates
<i>Annual Cost/Total Cost:</i>	\$116,000
<i>Department:</i>	Engineering
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This contract provides for the professional Engineering Services with the firm of Halff Associates for Stormwater Modeling Annual Update of the Citywide Internal Storm Drain Master Plan to include city and developer storm drain construction since the November 17, 2021 update. Storm drain systems from a total of 23 private development projects and 5 city projects will be modeled in StormCAD, reviewed by the city and the approved StormCAD models will be added to the Citywide Internal Storm Drain Master Plan.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Services such as engineering services. Halff Associates, Inc. engineering firm was selected as the most qualified professional due to their previous design experience in this area and study efforts in the basin.

The study is anticipated to begin in October 2022 with project completion by July 2023.

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal RFB/RFP Sole Source Professional Services

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Storm Drainage Capital Projects Fund	401592 Fund, Activity 02205301
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August 5, 2022
P34168.003

Mr. Romin Khavari, P.E., CFM
City Engineer
City of Grand Prairie
206 W. Church Street
P.O. Box 534045
Grand Prairie, Texas 75053-4045

RE: **FY 2022 Storm Water Modeling Annual Update, W.O. #622.53**

Dear Mr. Khavari:

Halff Associates, Inc. (Halff) is pleased to submit the following proposal for engineering services for the FY 2022 Storm Water Modeling Annual Updates. Halff has extensive StormCAD experience with the City of Grand Prairie having developed the entire regional model network associated with the original City-wide Internal Storm Drain Master Plan (CWISDMP). Halff has served as a drainage review consultant to the City for several years, developing StormCAD models for new development with each review. Additionally, Halff has previous knowledge of what is required with the regional StormCAD model updates having completed the previous CWISDMP update in 2016, 2018 and 2021.

I will be the project manager for this work. I have 10 years of engineering experience related to hydrology and hydraulics and I am one of the water resources project managers in Halff's Fort Worth office. Recent projects that I have worked on for the City of Grand Prairie include the FY2018 & FY2021 Storm Water Modeling Annual Updates, detailed hydraulic model extension along Plattner Creek, and internal review of StormCAD model development associated with Grand Prairie drainage reviews.

Halff has two water resources teams located in the Fort Worth office comprised of 25 engineers dedicated exclusively to storm water projects, many of whom have hands on StormCAD experience from previous work with the City of Grand Prairie. As project manager, I will ensure that adequate staff are assigned to this project and that the annual StormCAD updates are completed on schedule. Stephen Crawford will provide project oversight based on his knowledge and experience working on the CWISDMP.

Attached is Exhibit "A", including the scope of work, basis of compensation, fee summary, project schedule, and organization chart for the Master Plan Study update to be prepared by Halff.

We hope that this proposal meets with your approval. Please feel free to contact me at 817-764-7481 or at rduECK@halff.com if you have any questions.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Randy Dueck".

Randy Dueck, P.E., CFM
Project Manager

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

SCOPE OF WORK

GENERAL DESCRIPTION

Halff Associates will update the City of Grand Prairie City-wide Internal Storm Drain Master Plan (CWISDMP) Region StormCAD models based on private/City projects that have been constructed since the 2022 CWISDMP Update. Individual StormCAD models will be developed or updated to match as-built plans for each project listed in Attachment 'E'. The targeted project schedule is provided in Attachment 'D'. Updates to Region StormCAD models will not occur until the individual project models are reviewed and approved by the City.

A. StormCAD Model Updates

1. Coordinate with City staff on storm drainage infrastructure placed since the 2021 CWISDMP Update was completed that needs to be included in the FY 2022 updates. Collect as-built plans from the City for all private and/or City infrastructure improvements included in the FY 2022 updates.
2. Generate updated StormCAD models for each Region, if the Region included StormCAD model updates from new private development or City infrastructure improvements. StormCAD models developed previously will be checked for consistency with as-built plans and revised as needed prior to incorporation in the Region StormCAD models. All StormCAD modeling will be done in compliance with the City's Technical Modeling Standards dated March 2015. All control points shall be included in the models including PVI and pipe size change points as shown in the plans.
3. Generate updated Figures for each Region, if the Region included StormCAD model updates. The end product will include the Region drainage area maps and existing system maps to include new systems modeled and models segregated by Region in separate folders labeled with region IDs to facilitate City use. Figure 1 – Index, will be updated as needed for full coverage of approved StormCAD models.
4. Provide an updated StormCAD digital deliverable, including updated Region folders with Figures and models, including updated shapefiles. One copy of 11x17 maps will be provided for updated regions, as needed.
5. Provide a brief memo summary for the FY 2022 updates, including a list of region models updated and the name(s) of the development that was incorporated. City infrastructure improvements that were incorporated will also be included in the list.

ITEMS NOT INCLUDED

- No updates to proposed improvements or CIPs as shown in the current CWISDMP.
- No updates to drainage areas, unless modified by new development or City infrastructure.

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

ATTACHMENT "B"

COMPENSATION BY TASK

The total maximum fee for items described in Attachment "A" shall be on an hourly, not-to-exceed basis for **\$116,00.00**, which includes printing, direct costs, and computer charges normally associated with production of these services.

The compensation for services shall be on the basis of 2.3 times total salary cost for each employee engaged directly on the project. Total fees will not be exceeded without prior approval. Direct costs including printing and reproduction, postage, courier/overnight service and travel outside the Dallas/Fort Worth Metroplex will be considered reimbursable and will be billed at 1.1 times the direct cost incurred.

The project will be billed monthly based on a percent complete amount. Progress reports will be submitted to the City of Grand Prairie on a monthly basis along with invoices.

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

ATTACHMENT "C"

PROJECT TEAM AND ORGANIZATION CHART

Following is a list of Halff personnel, roles, and office location. Primary work will be done in our Fort Worth office and project coordination will be through Stephen Crawford and Randy Dueck. Brief resumes for key staff of the project team are included on the following pages.

- Stephen Crawford, PE, CFM – Principal – Richardson
- Randy Dueck, PE, CFM – Project Manager – Fort Worth
- Scott Rushing, PE, CFM – QA/QC Manager – Fort Worth
- Amanda Beeck, EIT – Project Engineer – Fort Worth

EXHIBIT 'A' - ATTACHMENT 'B' (CONTINUED) - ESTIMATED MANHOURS

FY 2022 Storm Water Modeling Annual Update								
Halff Associates Man Hour Breakdown								
ITEM No.	TASK	Principal Crawford \$350.00	PM Dueck \$183.00	QAQC Rushing \$254.00	EIT Beeck \$136.00	Clerical Salazar \$67.00	Direct Costs	LABOR
	CWISDMP - 2018 Update							
1	Coordination	2	8	2				\$2,672
2	StormCAD Model Updates	1	160	40	360			\$88,790
3	Figure Updates	1	20	8	24			\$9,306
4	StormCAD Deliverable	1	20	8	32		\$250	\$10,644
5	Brief Memo	1	10	2	12	4		\$4,588
Total		6	218	60	428.295	4	\$250	\$116,000

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

ATTACHMENT "C"

PROJECT TEAM AND ORGANIZATION CHART

Following is a list of Halff personnel, roles, and office location. Primary work will be done in our Fort Worth office and project coordination will be through Stephen Crawford and Randy Dueck. Brief resumes for key staff of the project team are included on the following pages.

- Stephen Crawford, PE, CFM – Principal – Richardson
- Randy Dueck, PE, CFM – Project Manager – Fort Worth
- Scott Rushing, PE, CFM – QA/QC Manager – Fort Worth
- Amanda Beeck, EIT – Project Engineer – Fort Worth

STEPHEN CRAWFORD, PE, CFM
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering
 Magna Cum Laude

Louisiana Tech University (1996)

Licenses and Registration

Licensed Professional Engineer
 State of Texas - No. 89249 (2002)

Certified Floodplain Manager
 State of Texas – No. 0794-05N (2006)

Since joining Halff Associates in June 1996, Mr. Crawford has worked on numerous drainage studies and drainage design projects. Additionally, his project experience includes a vast resume of drainage studies/design projects and site development projects, including industrial warehouse sites and multi-use public facility sites. Mr. Crawford also has experience with roadway design, streambank restoration, flood warning, utility rehabilitation/relocation, construction management, and expert witness work. He began his career in Halff's Fort Worth office, where he worked for thirteen years. In April 2009, he became the Branch office manager for Halff's office in Grand Prairie. In August 2016, he moved to Halff's Richardson office to lead the Public Works team. Representative projects include:

- Miscellaneous Services, Grand Prairie, Texas – Program Manager for various miscellaneous services projects for the City of Grand Prairie, including:
 - MacArthur Blvd Cultural Resources Monitoring
 - Keith Heights Sinkhole Repairs
 - Taaffe Creek Rock Chute Design
 - Drainage Design Manual Update & Review
 - Lake Parks West Flume Design & Drafting
 - Central Park Lake 1 Pipe Design
 - Vega Street Drainage Design
 - Keith Heights Storm Drain Design
 - Taaffe Creek Flood Study Review
 - Storm Drain Outfall Drafting Services (2 locations).

- FY 2010-2020 Drainage Reviews, Grand Prairie, Texas – Program Manager to perform third-party drainage reviews for site development submittals in the City of Grand Prairie. To-date has performed over 100 drainage reviews. Reviews included detailed review of site drainage features and calculations to ensure conformance with drainage criteria. Included detention and erosion plan reviews and included meetings with city and client as needed. Performed major review of the future Lakeridge Parkway Extension project hydraulics along Fish Creek, IKEA, and Epic Towne Crossing.

RANDY DUECK, PE, CFM
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering

University of Manitoba (2008)

Licenses and Registrations

Professional Engineer

State of Texas – No. 125939 (2017)

Certified Floodplain Manager

State of Texas (2015)

Mr. Dueck joined Halff Associates in July of 2013. He has experience with floodplain development permits, CDC permits, drainage reviews, municipal master drainage plans, FEMA CTP studies and LOMR preparation, hydroelectric dam modelling, and remote wilderness data collection. Since joining Halff Associates, he has gained experience with a variety of hydrologic and hydraulic modeling software including HEC-HMS, HEC-RAS, XPSWMM, Bentley StormCAD V8i, and Bentley SewerGEMS V8i. He also has hands on experience with Microstation and GIS applications. Representative projects include:

- City-Wide Storm Drain Master Plan – 2016, 2018, 2020 Update, Grand Prairie, Texas – Project Engineer/Manager for updating the City-wide Storm Drain Master Plan (CWDMP) to reflect recent development in the City of Grand Prairie. Responsible for revising StormCAD models based on as-built drawings and providing revised GIS data and exhibits. Methodology was consistent with the original CWDMP detail study by Halff.
- FY 2010-2020 Drainage Reviews, Grand Prairie, Texas – Project Engineer to perform third-party drainage reviews for site development submittals in the City of Grand Prairie. Reviews included detailed review of site drainage features and calculations to ensure conformance with drainage criteria. Included detention and erosion plan reviews and meetings with city and client as needed.

SCOTT RUSHING, PE, CFM
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering

Texas A&M University (2008)

Licenses and Registrations

Professional Engineer

State of Texas – No. 114519 (2013)

Certified Floodplain Manager – No. 1775-09N (2009)

Mr. Rushing joined Halff Associates in June 2008 and has extensive experience with municipal master drainage plans, FEMA CTP studies and LOMR preparation, and various erosion control and bank stabilization projects. Since joining Halff Associates, he has gained experience with a variety of hydrologic and hydraulic modeling software including HEC-HMS, HEC-RAS, Bentley StormCAD V8i, Bentley SewerGEMS V8i, and Bentley PondPack. He also has hands on experience with Microstation and GIS applications. Representative projects include:

- Fish/Cottonwood Creek CWDMP Updates, Grand Prairie, Texas – Project Manager for the City-wide Drainage Master Plan Updates for the Fish/Cottonwood Creek watersheds within the City of Grand Prairie. The Fish/Cottonwood Creek watersheds cover approximately 40 square miles and contain three cities: City of Grand Prairie, City of Arlington, and City of Dallas. Over 20 miles of detailed study streams were updated including Fish Creek, Prairie Creek, Cottonwood Creek, and South Fork Cottonwood Creek. Study objectives included development of updated technical data within the City of Grand Prairie based on recent hydrologic updates within the City of Arlington, new 2016 City of Grand Prairie Lidar data, and recent construction of new stream crossings.
- City-Wide Storm Drain Master Plan Detail Study, Grand Prairie, Texas – The goal of this storm water master plan was to provide site-specific capacity information for existing storm drain systems and to develop improvement alternatives with coordination from the City of Grand Prairie to address flooding problems caused by inadequate drainage systems. Nine (9) major watersheds within the City of Grand Prairie containing a total of over 580,000 lf of storm drain trunk lines (24" or larger) were analyzed for the 2-year, 10-year, and 100-year events using StormCAD v8i modeling package. Drainage areas were delineated for each modeled inlet and rational method discharges were computed for each modeled storm event. Living StormCAD models were provided to the City of Grand Prairie to facilitate on the fly updates to existing storm drain systems by incorporating development changes and watershed revisions so that information is always current. A comprehensive prioritization of capital projects was developed as part of this master plan, which included improvement alternatives from four (4) additional major watersheds studied previously by Halff Associates using the same methodology and modeling software.
- City-Wide Storm Drain Master Plan – 2018 & 2020 Update, Grand Prairie, Texas – Project Manger for the 2018 and 2020 StormCAD updates with tasks that included coordination with City staff on requested project lists, field survey coordination, and internal QAQC of all deliverables including StormCAD models, updated Master Plan Figures, and memo summarizing the 2018 and 2020 updates.

AMANDA BEECK, EIT
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering

University of Texas A&M (2020)

Licenses and Registrations

Engineer-in-Training

State of Texas – No. 70804 (2020)

Ms. Beeck interned with Halff Associates in the summer of 2019 and joined Halff full time in July of 2020. She built several StormCAD models during her internship assisting with City of Grand Prairie drainage reviews. Since joining Halff full-time, she has continued assisting with StormCAD model development and has also gained experience using HEC-RAS 2D, InfoWorks ICM and building 2D storm drain models using XPSWMM. Representative projects include:

- FY 2019-2020 Drainage Reviews, Grand Prairie, Texas – Project Engineer to perform third-party drainage reviews for site development submittals in the City of Grand Prairie. Tasks included building StormCAD models to assist the drainage review process.
- City-wide 2D Flood Assessment, Southlake, Texas – Project Engineer responsible for building HEC-RAS 2D models for the entire City to develop local floodplain mapping, identify flood mitigation areas, and assist CIP planning. Responsibilities also included conceptual alternative development using InfoWorks ICM to evaluate proposed stormdrain improvements.
- Stream JC-9 Drainage Improvements Master Plan, Arlington, Texas – Project Engineer responsible for hydraulic model development for the Stream JC-9 watershed using XPSWMM. Tasks included input of storm drain geometric features in GIS from as-built plan data to build the XPSWMM model.
- City-Wide Storm Drain Master Plan – 2020 Update, Grand Prairie, Texas – Project Engineer for updating the City-wide Storm Drain Master Plan (CWDMP) to reflect recent development in the City of Grand Prairie. Responsible for revising StormCAD models based on as-built drawings and providing revised GIS data and exhibits. Methodology was consistent with the original CWDMP detail study by Halff.

EXHIBIT 'A' - ATTACHMENT 'D'

FY 2022 Storm Water Modeling Annual Update – Schedule
W.O. # 622.53

City of Grand Prairie, Texas

		2022				2023					
Description	Complete	September	October	November	December	January	February	March	April	May	June
Data Collection/Coordination	14-Oct-22	[Yellow Bar]									
StormCAD Model Development	28-Apr-23	[Yellow Bar]									
StormCAD Model Region Updates	30-Jun-23									[Yellow Bar]	
Figure Updates	30-Jun-23										[Yellow Bar]
StormCAD Digital Data Deliverable	30-Jun-23									[Yellow Bar]	
Brief Memo	30-Jun-23										[Yellow Bar]

EXHIBIT 'A' - ATTACHMENT 'E'
FY 2022 Storm Water Modeling Annual Update
Comprehensive Project List

Project	Private/City	Plan File #	Status of Plans	Notes
Ragland Road SH 360 - Mirabella Boulevard	City	P-1460	Record Plans on File	Model built based on available plans, not reviewed by City
Brent Court Storm Drainage Improvements	City	SD-694	Record Plans on File	Model built based on available plans, not reviewed by City
Dickey Road Drainage Improvements West of S.W. 3rd Street	City	SD-693	Record Plans on File	No model built
Great Southwest Parkway Improvements from I-20 to Mayfield P-1521	City	P-1521	Record Plans on File	No model built
Seeton Road Phase 2	City	P-1501	Record Plans on File	Model built based on conformed plans, not reviewed by City
Warrior Trail Industrial	Private	P-1668	Record Plans on File	Model built based on available plans, not reviewed by City
Greenway Trails Phase 4	Private	P-1678	Record Plans on File	Model built based on available plans, not reviewed by City
Greenway Trails Phase 5	Private	P-1692	Record Plans on File	Model built based on available plans, not reviewed by City
Clearview Estates P-1558	Private	P-1558	Record Plans on File	No model built
Clear Lake Addition P-1604	Private	P-1604	Record Plans on File	No model built
Texas Roadhouse Relocation P-1625	Private	P-1625	Record Plans on File	No model built
Retail at Epic East Towne Crossing P-1633	Private	P-1633	Record Plans on File	No model built
Raising Cane's #493 - Epic West P-1635	Private	P-1635	Record Plans on File	No model built
Royalton Addition Apartments P-1637	Private	P-1637	Record Plans on File	No model built
Golden Rule Grand Prairie P-1640	Private	P-1640	Record Plans on File	No model built
Epic East Towne Crossing Ph. II P-1645	Private	P-1645	Record Plans on File	No model built
Fire Station #3 P-1649	Private	P-1649	Record Plans on File	No model built
TCC MacArthur Addition CHI P-1650	Private	P-1650	Record Plans on File	No model built
The Gibson Retail P-1651	Private	P-1651	Record Plans on File	No model built
Hakemy Addition – Pioneer Parkway P-1657	Private	P-1657	Record Plans on File	No model built
Westcliff Road P-1664	Private	P-1664	Record Plans on File	No model built
Jack in the Box, Epic West Towne Centre, Phase 1 P-1676	Private	P-1676	Record Plans on File	No model built
Chicken N Pickle Epic Center P-1681	Private	P-1681	Record Plans on File	No model built
Ashton Sawing and Drilling Facility P-1685	Private	P-1685	Record Plans on File	No model built
Longhorn Steakhouse Epic West P-1688	Private	P-1688	Record Plans on File	No model built
Twin Peaks Epic West Restaurant P-1702	Private	P-1702	Record Plans on File	No model built
Landmark Companies Warehouse HH and FDP (Shady Grove Industrial) P-1707	Private	P-1707	Record Plans on File	No model built
AirbusHelism NARTRAC W-805	Private	W-805	Record Plans on File	No model built



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Annual contract for grass sod from King Ranch Turf Grass (up to \$28,660.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$143,300.00 if all extensions are exercised. An annual contract for grass seed from Justin Seed (up to \$18,270.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$91,350.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$35,825 for King Ranch and \$22,837.50 for Justin Seed so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

SUMMARY:

<i>Vendor Name:</i>	King Ranch Turf Grass
<i>Annual Cost/Total Cost:</i>	\$28,660.00/\$143,300.00
<i>Department:</i>	Streets Department
<i>Recommended Action:</i>	Approve

<i>Vendor Name:</i>	Justin Seed
<i>Annual Cost/Total Cost:</i>	\$18,270.00/\$91,350.00
<i>Department:</i>	Streets Department
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This agreement will be for the purchase of TIF Bermuda and Saint Augustine grass sod with King Ranch Turfgrass LP at an estimated annual cost of \$28,660.00 and a Common Bermuda, Annual Ryegrass, and TIF Bermuda seeds with Justin Seed at an estimated annual cost of \$18,270.00. These sods and seeds are to be used to facilitate grass and sod replacement at various construction projects throughout the City.

Bid # 22122 was distributed to nine (9) vendors including three (3) HUB vendors and one (1) Grand Prairie vendor. There were two responses received, as shown in Attachment A.

The low bids from King Ranch Turfgrass LP and Justin Seed meet specifications and are recommended for award.

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal RFB/RFP Sole Source Professional Services

Local Vendor HUB Vendor

Number of Responses: 2 RFP/RFB #: 22122

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: General Fund	251110-60180 PW Draining Channel Maintenance Dirt-Agricultural/Horticulture Supplies Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Bid Summary

Seed & Grass Sod

RFB # 22122

TABULATION



Bid Tabulation
Seed & Grass Sod
RFB #22122

King Ranch Turf Grass	Justin Seed
-----------------------	-------------

Justin, TX	Arlington, TX
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Item	Description	QTY	UOM	Justin, TX		Arlington, TX	
				Unit Price	Extended Price	Unit Price	Extended Price
1	TIF Bermuda Grass Sod	3200	SY	3.80	12,160.00		-
2	St. Augustine Sod	3200	SY	5.00	16,000.00		-
3	Annual Ryegrass Seed 50 lb. bags	80	BAG		-	45.00	3,600.00
4	Common Bermuda Seed	20	BAG		-	494.50	9,890.00
5	TIF Bermuda Grass Seed	10	BAG		-	428.00	4,280.00
6	Delivery Fees (if any) Not to exceed \$500.00 Annually	1	Fee	500.00	500.00	500.00	500.00
Total					\$ 28,660.00		\$ 18,270.00



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works, and Engineering

TITLE: Annual Contract for product or service from Professional Coating Technologies (\$30,000.00) through a Master Interlocal Agreement with the City of Arlington. This contract will be for one year with the option to renew for four additional one-year periods totaling \$150,000 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$37,500.00 so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

SUMMARY:

<i>Vendor Name:</i>	Professional Coating Technologies
<i>Annual Cost/Total Cost:</i>	\$30,000.00/\$150,000.00
<i>Department:</i>	Public Works - Streets
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

PHPM-50 is a thin bituminous liquid asphalt emulsion used to bond new asphalt to the existing pavement. Liquid asphalt emulsion is a critical component for asphalt resurfacing and pothole repairs to prevent freshly applied asphalt from raveling due to vehicular traffic. This product also helps pavement repairs last the expected life cycle. PHPM-50 is easily applied by spray-on methods and requires no heating.

State purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joint contacts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Master Interlocal agreement with the City of Arlington whereby the City could make use of all of that entities agreement(s). This communication is to notify the Council that staff would like to make use of this particular agreement and enter into an annual contract with Professional Coating Technologies for PHPM-50 to purchase for the initial twelve (12) month term and any/all of the number of renewal options optional one-year renewals as executed by Entity. The estimated annual expenditure will be \$30,000.00.

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal RFB/RFP Sole Source Professional Services

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	251210-63030 Streets, Roads, Highway Maintenance Fund
		Public Works Street Maintenance	

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary



Contract Award Letter

August 3, 2022

Aaron Bland
1001 Mt. Lebanon
Cedar Hill, TX 75104

(863) 816-3402 (p)
aaron.bland@pctworldwide.com

The City of Arlington is pleased to award the contract referenced below to your company.

Award of Bid: 22-0174 Annual Requirements Contract for PHPM50 for Potholes

Insurance Certificate: Please forward evidence of required insurance on an original ACORD FORM 25. The certificate shall reference the bid number 22-0174. The form must list the City of Arlington as additional insured and indicate a waiver of subrogation with regard to worker's compensation coverage.

Term: August 1, 2022 through July 30, 2023

Submitting Invoice:

- **Email Invoices to:** AccountsPayable@Arlingtontx.gov

Mail Invoices to:

City of Arlington
Attention: Accounts Payable, MS 63-0840
PO Box 90231
Arlington, Texas 76004

• **Invoice must include:**

- Current PO #
- Short Division code
- Full name of City employee making order:
- Correct pricing and Unit of Measure
- Supplier's name & phone number
- Supplier's payment remit to address

Payments inquiries or Invoice questions can be directed to 877-629-6295. Payments will be processed in accordance with the Texas Prompt Payment Law. Failure to submit a correct invoice will delay payment.

Sr. Purchasing Agent:

Ashley Thongrivong
817-459-6316
Ashley.Thongrivong@arlingtontx.gov

Contract Administrator:

Keith E. Brooks
817-459-5435
Keith.Brooks@arlingtontx.gov

Please acknowledge receipt of this letter on the space provided below and return the letter to the Purchasing Agent listed herein via email or U.S. mail to the address listed below.

Aaron Bland
Print Authorized Contracting Officer's Name

Aaron Bland
Signature of Authorized Contracting Officer

8-4-22
Date

National Sales Director
Title

City of Arlington Purchasing Division · 101 South Mesquite Street, Suite 800 · Arlington, TX 76010



Staff Report

Annual Requirements Contract for PHPM-50 for Potholes, Project 22-0174	
City Council Meeting Date: 08-02-2022	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of PHPM-50 liquid asphalt emulsion with Professional Coating Technologies Inc., of Cedar Hill Texas, in the estimated amount of \$50,400.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

PHPM-50 is a thin bituminous liquid asphalt emulsion used to bond new asphalt to existing pavement. Liquid asphalt emulsion is a critical component for asphalt resurfacing and pothole repairs to prevent fresh applied asphalt from raveling due to vehicular traffic. This product also helps pavement repairs last the expected life cycle. PHPM-50 is easily applied by spray on methods and requires no heating.

Bid closed:	July 7, 2022, 2:00 p.m.
Vendors notified through Ionwave:	350
MWBE Vendors notified through IonWave:	101
Bids received:	1
MWBE Bids received:	N/A
MWBE:	No
Current term:	Initial term (August 1, 2022 – July 31, 2023)
Procurement Method:	Lowest Responsive, Responsible Bidder

VENDOR	MWBE	CLASSIFICATIONS	TOTAL
Professional Coating Technologies Inc.	No	N/A	\$50,400

FINANCIAL IMPACT

Professional Coating Technologies Inc. returned the lowest responsive bid in the estimated amount of \$50,400. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

<u>FY2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
\$16,800	\$33,600	\$0

Funds are budgeted in Account No. CC720101 SCO614 and subject to FY2023 budget approval.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Form 1295:	Yes

STAFF CONTACT(S)

Keith Brooks, P.E. CFM
Director of Public Works
817-459-6579
Keith.Brooks@arlingtontx.gov

Ashley Thongrivong
Purchasing Agent
817-459-6216
Ashley.Thongrivong@arlingtontx.gov

Kathleen Depweg
Interim Director of Finance
817-459-6202
Kathleen.Depweg@arlingtontx.gov

City of Arlington Bid Summary

Bid Information

Bid Creator Ashley Thongrivong Purchasing Agent
 Email ashley.thongrivong@arlingtontx.gov
 Phone
 Fax

Bid Number 22-0174
 Title Annual Requirements Contract for
 PHPM50 for Potholes
 Bid Type ITB
 Issue Date 6/8/2022 02:27 PM (CT)
 Close Date 7/7/2022 02:00:00 PM (CT)

Contact Information

Address 101 S. Mesquite St
 Suite 800
 Arlington, TX 76010

Contact Ashley Thongrivong Purchasing Agent
 Department Finance Department
 Building City Tower
 Floor/Room Business Office
 Telephone (817) 459-6301
 Fax
 Email Ashley.Thongrivong@arlingtontx.gov

Ship to Information

Address 101 S. Mesquite St
 Suite 800
 Arlington, TX 76010

Contact
 Department Finance Department
 Building City Tower
 Floor/Room Business Office
 Telephone
 Fax
 Email

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
12Twelve Road and Bridge LLC	Corrado C Castiglione	Kilgore, TX	twelve12roadandbridge@yahoo.com	Auto
3 Gen Construction, LLC	Colton Blount	Bossier City, LA	crieger002@gmail.com	Auto
308 Construction	Troy Brainard	Argyle, TX	main@308gc.com	Auto
360Suppliers	Jimmy Gaston	Dallas, TX	sale@360suppliers.com	Auto
360TXC, LLC	Tony Lester	Austin, TX, TX		Auto
Acerts Inc	Maiyer Kahn	Dallas, TX		Auto
Active Staffing	Robert Trace	Arlington, TX		Auto
Add-On Construction Inc. (Gaylord L. Johnson)		Cedar Hill, TX		Auto
Advanced Construction (Urbanovsky Advanced Construction)	Rick urbanovsky	CLEBURNE, TX	rick@myadvancedconstruction.com	Auto
AECOM Technical Services, Inc.		Fort Worth, TX	matthew.abbe@aecom.com; staron.faucher@aecom.com jbecerra@jbspressurewash.com	Auto
AESTHETIC OUTDOOR LIVING INC.	Jesse Luna	Fort Worth, TX		Auto
AET Environmental Inc.	Eric Marquesen	Denver, CO		Auto
Aim Paving & Construction	Drew White	Arlington, TX	dwhite@aimconstruction.net	Auto
AJL Project Services Inc.	John Laditan	Dallas, TX	Michaelj@ajlprojectsinc.org	Auto
Akileum Investment Group LLC	Jeremy Black	Haslet, TX	jeremy@akileuminvestments.com	Auto
ALEKSANDER OMEGA LLC		Cedar Hill, TX	estimating.ao@gmail.com	Auto
Alliance Services	Juan Voyles	mansfield, TX	shootingstaralliance@gmail.com	Auto
Allstar services group, LLC	Anita Wells	Arlington, TX	office@allstarservicesgroupplc.com	Auto
Alltech Engineering Corp		Arlington, TX	jbixby@alltechengineering.com	Auto
Allworld Project Management	Michael Hooks, Jr.	Memphis, TN	procurement@allworldmail.com	Auto
Altura Engineering and Design, LLC	Steven Contreras	Amarillo, TX	steven.contreras@alturaengineering.com	Auto
Aluma-Luxe Corporation		Dallas, TX	mctruse@sbcglobal.net	Auto
Amco Pump Manufacturing, Inc	Milind Upadhyay	Houston, TX		Auto
AMERICAN RESTORATION LLC		WYLIE, TX	brodie@aricorp.net	Auto
Ameristar Perimeter Security USA, Inc	Matt Bean	Tulsa, OK	region4fax@ameristarfence.com	Auto
Anderson Asphalt and Concrete Paving, LLC	Cory Henneberg	Dallas, TX	coryh@aacpaving.com	Auto
Anderson Fencing And Custom Welding	Stephanie Anderson	Terrell, TX	andersonsg123@outlook.com	Auto
Andrews Building Service	Peter Kim	Dallas, TX	andrewsbldgservice@gmail.com	Auto
Apple Pavement Services LLC	Corey Bounds	Dallas, TX	corey@applepavementservices.com	Auto
AquaGreen Global, LLC	Kim Esber	DALLAS, TX		Auto
ARCO CONTRACTOR SUPPLY CO	Scott Davis	FT WORTH, TX	scott@arconow.com	Auto
Assurance Service (Blended Events)	Michael Coble	Grand Prairie, TX	info@assuranceservice.net	Auto
Ataram	Majid Salem	Dallas, TX	m.salem@ataramoil.com	Auto
Auctions by Allstar	Anita Wells	Fort Worth, TX		Auto
Austin Asphalt, Inc.	Steve Waczak	Irving, TX	swaczak@austin-ind.com	Auto
VERY DENNISON		Niles, IL	reflective.bids@averydennison.com	Auto
Axis Construction, LP	Joe Swinnea	Fort Worth, TX	joeswinnea@hotmail.com	Auto
B2Z Engineering, LLC		Austin, TX	linda@b2zeng.com	Auto
Baker Golf Aids	Larry Baker	Arlington, TX	pingrock@tx.rr.com	Auto

Barricades Unlimited (West Texas Barricades, LLC)	Frank Miller	Krugerville, TX	fmiller@barricadesunlimited.com	Auto
Bass and Hays Foundry		Grand Prairie, TX	ericinocencio@basshays.com	Auto
BCAC Underground	ben Goodall	Fort Worth, TX	ben@bcacunderground.com	Auto
Beebe Construction Inc	Lori Drake	Georgetown, TX		Auto
BellAir Heating & AC (BellAir Heating & Cooling Corporation)	Chris Bell	Crandall, TX	bellairhvac@gmail.com	Auto
Best Way Safety & Chemical Products (Best Way Inc.)	Melissa Adams	Golden, MS	sales@bwsafety-chemical.com	Auto
Big D Concrete		Dallas, TX	john_ross@bigdconcrete.com	Auto
Binswanger Glass #95 (Binswanger Hodling Corporation)	George Castro	Arlington, TX	gcastro@binswangerglass.com	Auto
Bob's Distributing INC.	Doug Fike	Grand Prairie, TX	sales@bobsdist.com	Auto
Bohden Contracting Group	Morgan Kaemmerling	Plano, TX		Auto
Brabant Linen LLC	Darrin La Grone	Gretna, NE	lagrond1@brabantlinen.com	Auto
Brad Greer and Associates		Richardson, TX	russe1@bgaaainc.com	Auto
BRIGHTSTAR HEATING AND AIR		Frisco, TX	BRIGHTSTARHVAC@gmail.com	Auto
Britton Meter Supply , INC.	Clayton	Red oak, TX	brittonmetersupply@att.net	Auto
By Truck Inc	Jeff Scott Jr	Arlington, TX	jeffssjr@gmail.com	Auto
Captain Construction Co., LLC	Bobby Captain	Mansfield, TX		Auto
CARR Services LLC	Cynthia A. Rodriguez	Fort Worth, TX	bids@carrservices.online	Auto
Caststone Solutions Company	Patrick Delgado	Arlington, TX		Auto
Century Fire Protection Holdings, LLC	James Fluker	Fort Worth, TX		Auto
CGC Enterprises LLC (Select Transportation)	Corey Shepard	Arlington, TX	cshepard@pickselect.net	Auto
Champion Asphalt Tack Supply, LLC	Brenna Flynn	Fort Worth, TX	cats.brenna@yahoo.com	Auto
Chemtek, Inc.		Morrisville, NC	bruce.avery@chemtek.us	Auto
Chrome Heating & Air Conditioning Ilc	Michael Olaley	Plano, TX	michael@chromeairconditioning.com;	Auto
			aaronw@chromeairconditioning.com;	
			john@altaconstruction.com;	
			dcoven@altaconstruction.com	
City of A		Arlington, TX		Auto
City of Arlington		Arlington, TX		Auto
City of Garland IA		Garland, TX		Auto
CJA Enterprises LLP	Carla Peacock	Collinsville, TX	astrideapp@msn.com	Auto
Classical Concepts Construction, LLC.	Mario Villacres	Keller, TX	cccllctx@gmail.com	Auto
CMA (C.M. Architecture)	Mikaila Munoz	Dallas, TX		Auto
CMC Construction Services	Kelly Bowen	Fort Worth, TX	kelly.bowen@cmc.com	Auto
Coast to Coast Contracting		Bonham, TX	ctccontracting16@gmail.com	Auto
Concept Facility Services LLC dba 1-800-Plumber of Dallas Southwest (Clifford R Freeney)	Clifford R Freeney	Duncanville, TX		Auto
ConstructConnect (iSqFt)		Cincinnati, OH	content@constructconnect.com	Auto
Construction Bid Source		Felton, CA	projects@constructionbidsource.com	Auto
Construction Companies Group	Jay Perez	Dallas, TX	Jap@ccg-llc.org	Auto
Construction Journal	Pamela Exton	Stuart, FL		Auto
Construction Solutions USA	Lindsey Stout	Carrollton, TX	lindsey@consolusa.com	Auto
Control Panels USA, Inc. (Brandon Friemel)		Austin, TX	bfriemel@controlpanelsusa.net	Auto
Corley Family Enterprises LLC	Joseph Earl Corley	Mesquite, TX	jcorley@corleyfamilyent.com	Auto
Corneli Systems, LLC	CORDELIA NFORMI	Allen, TX	cordelia.nformi@cornelisystems.com	Auto
Cosmopolitan Carpet & Rug Cleaning (Cosmopolitan Carpet Cleaning & Dye Inc)	Karen Hollis	Arlington, TX		Auto
COWTOWN REDIMIX	William Evans	FORT WORTH, TX	aevans@cowtownrm.us	Auto
Crafco, Inc.	Lynette Roesch	Chandler, AZ	bids@crafco.com	Auto
Crystal Roofing & Construction LLC	Benny Devassykutty	Lewisville, TX	bennydevkutty@gmail.com	Auto
CSA Enterprise, INC.	Dr. Dwanna Swan	Dallas, TX		Auto
CT4 CONSTRUCTION	Chris Trevino	Bedford, TX	ctrevino@ct4construction.com	Auto
CTJ Maintenance, Inc.		Irving, TX	ctjmaint1@gmail.com	Auto
Curtis & Cartwright Transport Services. LLC	Terrence Curtis Sr	arlington, TX	Cartwrightsr@gmail.com	Auto
Cushman & Wakefield (Cushman & Wakefield of Texas, Inc.)	Michael Thomas	Dallas, TX	michaelred2013@gmail.com	Auto
D&A Building Services Inc		Dallas, TX	antonio@dabuildingservices.com	Auto

D&K Investors LLC D&L Construction	Dounwie Austin	Mansfield, TX Fort Worth, TX	dandkinvestors@yahoo.com mgraham@dandlconstructioninc.com	Auto
D.E.V.A. SERVICE'S DAC Inc. (Digital Air Control) DalCon CMS, LLC. Dash Solutions LLC DD Commercial Landscape Management (Watts Ellison LLC) DDT FIRE SOLUTIONS Deltek DFW Holiday Lights (Melissa Lawson) DFW MATERIALS LP	DANIELLE M TUCKER Michael Gonzales Chinmayee Panvelkar Dave Myers Nicole Lazard Steven Briva Melissa Lawson David Sanders	Watauga, TX ARLINGTON, TX Carrollton, TX desoto, TX DALLAS, TX Desoto, TX Herndon, VA ARLINGTON, TX Saginaw, TX	SERVICESDEVA@GMAIL.COM mgonzales@dac-inc.com dalconcms@gmail.com dashsolutionsllc@gmail.com dave@ddmowing.com ddtfiresolutions@gmail.com sourcemanagement@deltek.com melissalawson1@gmail.com kbergmann@dfwmaterials.com; chrisloy@dfwmaterials.com FREDOBIRI@GMAIL.COM	Auto Auto Auto Auto Auto Auto Auto Auto Auto
DFW STRUCTURED LEASING diamond maintenance Digitalight Systems DI-PECH INTERNATIONAL LLC dlb Consultants (D Bivens Consuting LLC)	Jose Gutierrez Dewey Gosselin Oladimeji Oladele dlb Consultants	ARLINGTON, TX Haslet, TX Stuart, FL CEDAR HILL, TX Arlington, TX	deji@yahoo.com demetria@consultantsdlb.com; ahausenfluke@consultantsdlb.com; shawkins@consultantsdlb.com	Auto Auto Auto Auto Auto
Dodge Data & Analytics Duran Industries Inc Durham Contractors LLC Dynamic Earth DYNAMIC FABRICATION SOLUTIONS (WIESE) Edwards Construction Management Group Elite Asphalt LLC	Kara May David Durham Evan Wammack JUSTIN WIESE Sharlet Saulters	New York, NY RICHARDSON, TX Arlington, TX Allen, TX LORENA, TX Dallas, TX Fort Worth, TX	durhamcontractors@gmail.com ewammack@dynamic-earth.com JUSTIN@DYNAMIC-FS.COM sharlet@eliteasphalt.net; eliteasphalt1@gmail.com; james@eliteasphalt.net; reggie@eliteasphalt.net elite_svcs@yahoo.com	Auto Auto Auto Auto Auto Auto Auto
Elite Services Company (JDH & Associates, LLC) ERMC Avation, LLC EvoTran, LLC (Gerald Louis Harris) Ewing Irrigation (Ewing Irrigation Products Inc.) Falcon Construction Services (Falcon Commercial LTD.) FAST SIGNS FERGUSON WATERWORKS (FERGUSON ENTERPRISE)	Michelle Taylor Rod Rainey Gerald Louis Harris Jeffrey King MARK STOLLER RHONDA RHODES	Cedar Hill, TX Chattanooga, TN Terrell, TX Duncanville, TX Fort Worth, TX DALLAS, TX EULESS, TX	rod.rainey@ermc2.com jeffrey@FalconConSvc.com m.stoller@fastsigns.com RHONDA.RHODES@FERGUSON.COM; david.williams@ferguson.com alan@2kbuild.com	Auto Auto Auto Auto Auto Auto Auto
Ferrell Parker Development Group Fielder's Choice Inc Filter Systems (Glasfloss Industries, LP) Filtration Plus Incorporated Fireblast Global Firemans Paving Contractors (Firemans Safety and Supplies LLC) Five Star Electric (Five Star Electric Motors, Inc.) Flynn BEC LP Flysoft Inc Four Seasons Equipment FSI (Flagpoles, Signs & Interiors) (S&L Keithley Enterprises, Inc) G Force Parking Lot Striping of Fort Worth Gardner Construction (Home Providers Limited) Gator Construction & Landscape Group LLC Gemseal (Gem Asset Acquisition, LLC) Genesis Earth Solution Gentry Carpentry Construction LLC	Alan Banks Tom Worthen Kyle Northcutt Amie Brink Jessica Kuehl Rosa I. Espinoza Selena Cruz Walter Schultz Brad Harville Gilberto Cruz Jordan Latham Young Tewksbury Mark Gentry	Carrollton, TX HOUSTON, TX Dallas, TX Garland, TX Corona, CA Fort Worth, TX San Antonio, TX Euless, TX Jamesburg, NJ Dallas, TX Arlington, TX MANSFIELD, TX Royse, TX Palmer, TX Dallas, TX Fort Worth, TX Everman, TX	knorthcutt@filterstm.com amie@cleanairmatters.com jkuehl@fireblast.com sales@firemanspaving.com FsiJKeithley@sbcglobal.net jeff@gogforce.com brad@gardner-construction.com gilbertojr@gclg-llc.com young@genesisearthsolutions.com GCCinfo@gentrycarpentryconstruction.com	Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto

GEOinovo Solutions Inc. GermSweep Geveko Markings , Inc. GFC Contracting (Gomez Floor Covering, Inc.)	Luciane Musa Chris Thorpe Sarena Mulkey Jeff Carter	MURRIETA, CA Pittsburgh, PA Suwanee, GA Dallas, TX	lmusa@geoinovo.com troy@germsweep.com registration@gevekomarkings.us jcarter@gomezfc.com; jbrogan@gfc-contracting.com; cmathis@gfc-contracting.com; dherring@gfc-contracting.com	Auto Auto Auto
Gibson Mobile Concrete, LLC. Glass Doctor of North Texas (Peruna Glass Inc)	Fabian Mejia Taylor Dennis	Balch Springs, TX carrollton, TX	fabianm@gibsonconcrete.net lpatterson@glassdoctordfw.com	Auto Auto
Global Industrial (Global Equipment Company Inc)	William Rose	Port Washington, NY	wrose@globalindustrial.com	Auto
GR Bell & Associates Grainger (WW Grainger) Great Continental Properties LLC	Natalie Varela Reagan Reynolds	Grand Prairie, TX Lake Forest, IL Houston, TX	mike@grbell.net natalie.varela@grainger.com reagan.reynolds@greatcontinentaltrade.com	Auto Auto Auto
Green Dream international Grey Construction (Greycon Inc) Hammons Construction, Inc.	Victor Vincent Greg Sakwa Daniel Hammons	Erie, PA Arlington, TX Joshua, TX	support@gdicompany.com admin@grey-construction.com dan.hammons@hammonstechnology.com	Auto Auto Auto
Happy Camper Construction LLC		Arlington, TX	happycamperconstruction@gmail.com anthony.tijerina@WHITECAP.COM	Auto
HD SUPPLY WHITECAP (WHITE CAP, L.P.) HEELS OF STEEL CONSTRUCTION, LLC Hellas Construction, Inc. Henzco Holdings Heritage Insurance Brokerage herring electric , inc Hertz electric llc Hilti, Inc. HJ Russell and Company HUTCHERSON CONSTRUCTION, INC	ANTHONY TIJERINA CHIMERE CRUMP Jeana Sanchez Heather Jefferson Jerry Herring Government Specialist Damian Lee J. HUTCHERSON	norcross, GA Dallas, TX Austin, TX Dallas, TX Arlington, TX Grand Prairie, TX Rowlett, TX Plano, TX Dallas, TX ARLINGTON, TX	Heelsofsteel24@gmail.com leads@hellasconstruction.com h@henzco.com Heather@HeritageInsuranceTX.com herringelectric@yahoo.com government@hilti.com cv@hci-tx.com; rh@hutchersonconstruction.com	Auto Auto Auto Auto Auto Auto Auto Auto Auto
HVJ North Texas - Chelliah Consultants, Inc. HWC Systems (H&W Cleaning Systems Inc) Hydroclean Sanitation IDM Products, LLC Imagine Unlimited LLC IMC Management Services Inc. IMPACT FIRE SERVICES Imperial Construction	Kyle Rebector Christopher Luna Kevin Meals Gerald Grimes Jim Michael Carly Baldwin Mark Tucker	Dallas, TX Richardson, TX Arlington, TX Dallas, TX Arlington, TX haltom city, TX ARLINGTON, TX Weatherford, TX	cluna@hwcsystems.com kevinmeals@gmail.com sales@idmproducts.com tomhayden@igoimagine.com jwm@imcservice.com estimating@imperial-construction.com	Auto Auto Auto Auto Auto Auto Auto
J Franklin Consulting Service LLC JAB G Construction & Engineer (Thomas 11 Development LLC) Jabo's Ace Hardware (BRJ Enterprises, LLC) Jahmor Janitorial Service J-BJ Management (J-BJ Marketing LLC) JimCo Logistic Services Jones Carter (Cotton Surveying Company; Charlie Kalkomey Surveying; Terra Firma Surveying; Jones Carter)	Jabber Thomas Don Ritter Derrick Smith Sherelyn Roberts Jimmy Cooper	Manassas Paek, VA dallas, TX KELLER, TX Desoto, TX Dallas, TX fort worth, TX Grapevine, TX	Jabgconstruction@engineer.com don@jabosace.com dsmith@jahmorenterprise.com sherelyn@jbj-management.com jimbojones1341@gmail.com swatson@jonescarter.com; jgiles@jonescarter.com; mholiday@jonescarter.com; mbayan@jonescarter.com	Auto Auto Auto Auto Auto Auto Auto
Kaitlin Kent Enterprises, Inc. KANKO (Floyd's Chores & Odd Jobs) KEE Concrete & Construction, Inc. Keen Painting and Renovations Inc Kemco Inc Specialty Contractors Kennedy Construction Company Kiefer USA (Kiefer Specialty Flooring, Inc.) Kiewit Building Group, Inc. KLP Commercial (Construction Supply) (KLP Commercial, LLC)	Isaiah Lincoln Michael Henthorn Mike Kemna Ronnie Kennedy Jennifer Homan Michael Walczyk Nathali Parker	Fort Worth, TX Dallas, TX Fort Worth, TX Arlington, TX Dallas, TX Grandview, TX Lindenhurst, IL Fort Worth, TX Ft Worth, TX	isaiah@kkeinc.net kankobidops@gmail.com KE@DesignConstructByKEE.com michael.keenpr@gmail.com MIKE@KEMCOINC.COM ronnie@kccenviro.com jennifer@kieferusa.com michael.walczyk@kiewit.com np@klpcommercial.com	Auto Auto Auto Auto Auto Auto Auto Auto Auto

KNS, L.L.C. (none)	Kelly Waterman	Dallas, TX	Kelly@aquaphalt-kns.com	Auto
Lady Liberty Group, LLC	DeAynni Hatley	Euleless, TX	d@ladylibertygroup.com	Auto
Lan Enterprises, LLC	Chanelle Newton	Dallas, TX	reo.propertycleanup@gmail.com	Auto
Landscapes Unlimited, LLC	Chad Cose	Lincoln, NE		Auto
Legacy Logistic Services, LLC	Baraka Payne	Humble, TX	baraka@legacylogisticservices.com	Auto
Legendary Services, Inc	Tiffany L Britt	Plano, TX	legendaryservices1234@gmail.com	Auto
LEMCO Construction	Leechia Taylor	Addison, TX		Auto
LeVis Consulting Group, LLC	Monica Jackson	Arlington, TX	monica@leviscg.com	Auto
LGC Global Energy FM, LLC.	Fred Feliciano	Detroit, MI	fred.feliciano@lgccorp.com	Auto
LiftCrete Solutions (Green Foam Solutions)	Gary D Lewis	Waco, TX	gary@greenfoamsolutions.com	Auto
Lindamood	Kory Peterson	Irving, TX	kory@lindamood.net	Auto
Lone Star Trucking and Excavation	Saul Perez	Fort Worth, TX	saulperez17@icloud.com	Auto
Lookup Properties Inc.	Russell Broome	Burleson, TX	russell@lookupremodeling.com	Auto
LOTUS TIGER INTERNATIONAL LLC	James Williams	Dallas, TX	williams1@sbcglobal.net	Auto
LuPare LLC	Leslie Ulrich	Gamaliel, KY	leslieulrich@live.com	Auto
M.C. Dean, Inc.		Tysons, VA		Auto
MADERO Engineers & Constructors LLC	Frank Madero	Houston, TX	daniel@madero.net	Auto
Mart, Inc.	Vernon Proctor	Irving, TX	projects@martgc.com	Auto
Martin Marietta (Martin Marietta Materials, Inc.)	Cecilia Slayton	Dallas, TX	Cecilia.Slayton@martinmarietta.com	Auto
Master Meter		Mansfield, TX	gland@mastermeter.com	Auto
Mavich LLC	Kelsey Aslett	SOUTHLAKE, TX	sales@mavich.com	Auto
Maxpro Enterprise	Joanna James	Cedar Hill, TX		Auto
McCarthy Wild Services Inc		Fort Worth, TX	joannajames@maxproenterprise.com	Auto
Meltar Supply LLC		Donald, OR	ray.pedersen@mwitx.com	Auto
Member's Building Maintenance	Monica Bridges	Dallas, TX	tara@meltarsupply.com	Auto
Met Appeal		Dallas, TX	mikes@membersltd.com	Auto
METRO IRRIGATION SUPPLY (HORIZON DISTRIBUTORS)	HAL PRUITT	ARLINGTON, TX	Phillip@met-appeal.com	Auto
MEXZIM Corporation	Ebbah Realzola	Dallas, TX	ebbah@mexzim.com	Auto
Moss Utilities	Moss Utilities	Irving, TX	Estimating@mossutilities.com	Auto
MR. HANDYMAN OF ARLINGTON AND NW MANSFIELD (WAJIHEE REAL ESTATE SERVICES LLC)	KIMBERLY HINTON	ARLINGTON, TX	mrhandymanset@mrhandyman.com	Auto
MStone (Mehta Stone LLC)	Doug Levin	Dallas, TX		Auto
Nervi'	Pam Ervin-Davis	Dallas, TX	pam@nervisolutions.com	Auto
New Era Contract Services (Howard Mike Lauderback/DBA New Era Contract Services)	H. Mike Lauderback	Fort Worth, TX	deerejohn1@yahoo.com	Auto
Newhouse Inc dba Newhouse Constuction Services	Tony Newhouse	Arlington, TX	tony@newhouseconstruction.net	Auto
Northern Safety & Industrial (Northern Safety Company, Inc.)	Jeff McAdoo	Utica, NY		Auto
Novium Group LLC	Tyler Walbridge	Austin, TX		Auto
OB TRAFFIC (BMC Consolidated)	Chris Arredondo	Houston, TX	sales@trafficob.com	Auto
Olmsted Kirk paper company	Robert Olmsted	Dallas, TX		Auto
One Design Construction and Consultants	John Chiles	Dallas, TX		Auto
Onyx Paving & Utility, LLC.	Darryl Benson	Mesquite, TX		Auto
Ortega Land Clearing, LLC	Josh Ivy	fort worth, TX	ortegalandclearing@gmail.com	Auto
OSP Telecom Professionals LLC	Josephine Marez	Mesquite, TX	josephinemarez@osptelpro.com	Auto
P.V. Supa Inc.		Plano, TX	howard.kitto@pv-sup.com	Auto
Packard Building Services (Keenan Packard)	Amber Packard	GRAND PRAIRIE, TX	amber@packardservice.com	Auto
Paintzen, Inc.	KeithWatkins	New York, NY	Keith.watkins@paintzen.com	Auto
Palm Beach Paving LLC	Gilbert Davis	Arlington, TX	gdavis@palmbeachpavingdfw.com	Auto
Parrish Hare Electrical Supply		Dallas, TX	BWeaver@Parrish-Hare.com	Auto
Pavement Services Corporation	Lincoln Hammer	Euleless, TX	linc@pavementservicescorp.com	Auto
PBS Construction, LLC.	Paula Salvaggio	Farmersville, TX	info@pbs-construction.com	Auto
People Services Staffing PPL (Curllette Moreland)	Ce Ce Moreland	Lancaster, TX	cmore@peopleservicesdfw.com	Auto
planet cellular Inc	Andrew Smith	Cerritos, CA	adamf@planetcellinc.com	Auto
Pollock Investments Inc.		Grand Prairie, TX		Auto
PR DIAMOND PRODUCTS, INC	JENNIFER FOWLER	LAS VEGAS, NV	jen@prdiamond.com	Auto
PRATER ELECTRIC	JOHN PRATER	ROWLETT, TX	john@praterelectric.net	Auto
Praxair Distribution, Inc.	Robert Jones	Torrance, CA		Auto
PRAXIS (Creative-Workx)		Dallas, TX	awarren@praxis-psm.com	Auto

Precision Networks	John Carlson	Burleson, TX	pnetfiber@gmail.com	Auto
Presidential Staffing Solutions	Nicole	San Antonio, TX	m.nicole@presidentialstaffing.com	Auto
Priority Resources & Solutions, LLC	Rhonda Walker	Arlington, TX	info@getprs.com	Auto
Pro Maintenance	John Garner	Arlington, TX	johndgarner@gmail.com	Auto
Proleaf Corporation	Adil Gaziani	Plano, TX	adilgaziani@hiteqpc.com	Auto
Prosafe Insurance Agency	Emmanuel Adetula	Arlington, TX	emmanueladetula@yahoo.com	Auto
PumpSmith Company (Pumpsmith LLC)	SCOTT SMITH	ARLINGTON, TX	pumpsmith.ss@gmail.com	Auto
PURE ASPHALT COMPANY	ROBERT SANDERS	CHICAGO, IL	RSANDERS@PUREASPHALT.COM	Auto
QUALITY COMPRESSOR		ALVARADO, TX	jl@qcompressor.com	Auto
qualitytrucking.net (Quality Trucking of Little Rock, LLC)	Whitney Robertson	Krum, TX		Auto
RAS Services, Inc.	Dale Milner	Dallas, TX	dmilner@rasservices.net	Auto
RDO Equipment Co.	John Cole	fort worth, TX	johncole@rdoequipment.com	Auto
Real Network Services, Inc.	Joe Reyes	Dallas, TX	jreyes@aboutreal.com	Auto
Redi-Mix Concrete	Buck Weatherby	Eules, TX	wwetherby@us-concrete.com	Auto
Redline Emergency Solutions (Environmental US Resources LLC)	Ann Barnes	Avalon, TX	ann.barnes@redline-solutions.com	Auto
Reginald Cleveland		Arlington, TX	reginald.cleveland@utdallas.edu	Auto
REOD Construction & Facilities Maintenance, LLC (Roderick R. Fisher)	Roderick R. Fisher	Dallas, TX	rrfisher.reod@gmail.com	Auto
Restoration Roofing NTX (RRNTX Services LLC)	Mark Freeman	McKinney, TX	Mark@RRNTX.com	Auto
Reynolds Asphalt & Construction Company	Ned Tankersley	North Richland Hills, TX	ntankersley@reynoldsasphalt.com	Auto
RMT Equipment	Sherri Hill	Everett, WA		Auto
Road Master Strping (Road Master Strping LLC)	Miguel Loeza	Rice, TX	miguel.loeza@roadmasterstripping.com	Auto
Robertson's Outdoor Cleaning Solutions	Lee Robertson	Haslet, TX	Customerservice@rocstx.com	Auto
RS Commercial Construction	Keith Tomlinson	Dallas, TX	estimating@rscommercialconstruction.com	Auto
RS Hughes	Kristina Larsen-Love	DFW Airport, TX		Auto
SARDENYA LLC, dba EMJ Engineers and Associates, LLC	Dr. Mohammad Ali	Eules, TX		Auto
Saw Diamond Blades Of Steel (Saw Diamond Blades Of Steel, LLC)	Oshunti Foley	Desoto, TX	info@sdbofsteel.com	Auto
Scholar charter	Angel Murray	Fort Worth, TX		Auto
Schreder Lighting LLC		Oak Brook, IL	l.smith@schreder.com	Auto
Seay Affect	Ernie D. Seay	Melissa, TX	ceo@seayaffected.com	Auto
SHARK BRITE LLC Commercial Cleaning	Abdul(Fred) El-Bey	Arlington, TX	cferguson12345@gmail.com	Auto
Shield Construction Services (SCS Companies LLC)	Zach Linden	Dallas, TX		Auto
Signal Point Systems, INC.	Ryan Connors	Kennesaw, GA	rconnors@sigpoint.com	Auto
Silver Bullet Construction	Kandy Johannsen	Arlington, TX	accounting@silverbulletconstruction.com	Auto
Silver Creek Construction, Inc.	Ward Cannon	Ponder, TX	ward@scci1992.com	Auto
Simba Industries	Nathaniel Kasten	Grapevine, TX	sales@simbaindustries.com	Auto
Skye Building Services LLC	James Sutherland	Flower Mound, TX	james@skyebuild.com	Auto
Slope Stabilization Systems		Welches, OR	ron@slopestabilizationsystems.com	Auto
SMR Construction, Inc.	SMR Bids	Richardson, TX	bids@smrconstructioninc.com	Auto
Spec Ten etc., LLC	Andy Tetrault	E Fairfield, VT	kathyspecten@gmail.com	Auto
Spencer Consulting Inc		Dallas, TX		Auto
Squarefoot Construction		Dallas, TX		Auto
Stabilization Products LLC	Joe Phillip	Merced, CA	jphillip@stabilizationproducts.net	Auto
Stand Up Stations (Citadel PPE)	Jack Sankary	Carrollton, TX	jack@standupstations.com	Auto
Stanford Precision, LLC	Stanley Jones	Farmers Branch, TX	sjones@stanfordpm.net	Auto
Star Tractor Ltd.	Kevin Cook	Fort Worth, TX	publicbids@startractor.com	Auto
Stark Built, Ltd.		Dallas, TX	gordon@starkbuilt.com	Auto
Steel Entry Premium Windows and Doors, LLC (Master Iron Company LLC)	Mel Soto	Grapevine, TX		Auto
Stevens Painting, Inc.	Jason Lawhon	Kennedale, TX		Auto
STL Engineers (Southwestern Testing Laboratories)	Tony Carrillo	Dallas, TX	tony.carrillo@stlengineers.com; carlos@carconindustries.com; teiah.haller@stlengineers.com	Auto
Stone Strong of Texas, LLC (Jody DuBois)	Jody DuBois	Decatur, TX		Auto
Stringer & Co.	Michael Stringer	Pantego, TX		Auto
Stripe Right (Schuring Enterprises LLC)	Tucker Schuring	Rhome, TX		Auto
Sunbelt Building Services		Dallas, TX	denver@sunbeltllc.com	Auto

SupersealingUSA LLC	Joseph J Lorenc	allen, OK	JOSEPH@Adventus-partners.com	Auto
Sweeney Works LLC	Julie Sweeney	Lillian, TX	Sweeneyworks@att.net	Auto
T&R Excavation, Inc	Jose Armendariz	Dallas, TX		Auto
T.O.T.L. Construction LLC	Harlan Steele	Granbury, TX	management@totlconstruction.com	Auto
Tango Technology Resources	John Plohetski	Addison, TX	Johnp@tangotr.us	Auto
Tegrity Contractors		Allen, TX	rhr@tegrity-contractors.com	Auto
Tempest Company, LLC	Johnny Uhunmwuango	Mansfield, TX	Info@diamondstaffingcompany.com	Auto
Texas Bit	Chase Smith	Irving, TX		Auto
Texas Highway Products	Xavier Martinez	Round Rock, TX	xmartinez@trafficsignals.com	Auto
Texas Lone Star Materials, Inc.	Julie Tupper	Fort Worth, TX	jatupper@yahoo.com	Auto
Texas Made Ramirez Construction	Ernesto Ramirez	Dallas, TX		Auto
Texas Materials Group, dba JLB Contracting	Ron Stinson	Fort Worth, TX	ronald.stinson@texasbit.com	Auto
Texas National Contractors Association	Aaron A Cruz	Dallas, TX		Auto
Texas Premier Coatings, LLC	Joshua Rickman	Forney, TX	josh@txpremiercoatings.com	Auto
Texas Wholesale Plumbing	Kelley Massey	Fort Worth, TX		Auto
			sales@texaswholesaleplumbing.com	Auto
TexGlobal Contractors Inc.		Fort Worth, TX		Auto
The Akana Group Inc	Chad Johnson	Grapevine, TX	chad.johnson@theakanagroup.com	Auto
THE ASHELYN GROUP, LLC	VANESSA "LEXI" HALSEY	ARLINGTON, TX		Auto
The Ashley Group, LLC dba Ashley Concrete	Ashley Altum	Grapevine, TX	ashley@ashleyconcrete.com	Auto
The Blue Book (Contractors Register, Inc.)	Megan Locascio	Jefferson Valley, NY		Auto
The Colonna Group LLC	Rafael Herrera	Houston, TX	rafael@thecolonnagroup.com	Auto
The Scruggs Company (Pumps, Valves & Equipment, Inc.)	Todd Walker	Houston, TX		Auto
Think On It LLC	Walter Herron	Dallas, TX	Thinkonitllc@gmail.com	Auto
Timsco International, LP.	Heather Richardson	McKinney, TX	requests@timscointernational.com	Auto
Titan QPS (Titan Quality Power Services, LLC)		Burleson, TX		Auto
TK Elevator	David Johnston	Carol Stream, IL	david.johnston@tkelevator.com	Auto
Tomboy Distribution, LLC	Kimberly Maples	Arlington, TX	Tomboy@tomboysupply.com	Auto
Toretto Trucking LLC		Arlington, TX	quotes@torettotrucking.com	Auto
Trans-Environmental Services, Inc	Judy Martinez	Dallas, TX	martinez@trans-environmental.com	Auto
TraStar, Inc.	Melanie Bingham	Richardson, TX	melanieb@trastarusa.com	Auto
Tri-North Builders	Ebony Porter	Fort Worth, TX	reporter@tri-north.com	Auto
TRITON METAL WORKS		ROBINSON, TX	justin@dynamic-fs.com	Auto
TSI Laboratories Inc.		Weatherford, TX	tomp@tsilabstx.com	Auto
Turf Materials (Turf Aggregates LLC)	Doug Meador	Flower Mound, TX	info@turfmaterials.com	Auto
Tusa's PLumbing LLC (TUSA)	Robin Tusa	Eules, TX	tusaplumbing@yahoo.com	Auto
Udelhoven System Oilfield Services, Inc.	Justin Littlefield	Anchorage, AK	jlittlefield@udelhoven.com	Auto
Ultimate Tool and Safety	Trayce Moore	White Settlement, TX		Auto
UMC Product Solutions	Thomas Gentry	Joshua, TX	thomas@umcenergy.com	Auto
United Construction (Dmd Elite LLC)	Jorge Diaz	Royse City, TX		Auto
United Rentals (North America), Inc.		Stamford, CT	Govrents@ur.com	Auto
Valcorp Enterprises, LLC	Jason Petras	Mansfield, TX	jason@valcorpenterprises.com	Auto
Viking Reinforcing, Inc.	Brooke Redwine	Granbury, TX	brooke@vikingreinforcing.org	Auto
VILLATORO CONSTRUCTION LLC	Miguel Villatoro	Wylie, TX	villatorooffice@gmail.com	Auto
Virtual Builders Exchange	Karen Sesters	San Antonio, TX	jeannette@virtualbx.com	Auto
Wagners CFT	Jonathan Hansen	Tampa, FL	jon.hansen@wagnersCFT.com	Auto
Wesson Construction Services, LLC.	Roylins D Wesson	Grand Prairie, TX	rwesson@wessoncs.com	Auto
West Ridge Services	Jay Khalil	Arlington, TX	jay@westridgeservices.com	Auto
West Texas Chapter AGC Planroom		Wichita Falls, TX	wichitafalls@wtagc.org	Auto
WHITMORE CONSTRUCTION LLC	CLARENCE THOMAS	Cedar Hill, TX		Auto
			CTHOMAS@WHITMORECONSTRUCTION.NET	Auto
Williams and Frost Specialty Group, LLC	Chase Turner	allen, TX		Auto
WinTex Mechanical		Duncanville, TX	wjackson@1wintex.com	Auto
Wisdom Property Inspections		Cedar Hill, TX		Auto
			wisdompropertyinspections@gmail.com	Auto
WnR Inc.	KIMBERLY Jayne May	McKinney, TX	kimberlymay@wnrinc.net	Auto
Xkava Inc	jose zapata	Kennedale, TX	louie@xkavainc.com	Auto
Xylo HQ LLC		Dallas, TX		Auto
YSC Solution LLC		Arlington, TX	vherrera@yscsolution.com	Auto
Zimmerer Kubota & Equipment, Inc.	Steven Lee	Fort Worth, TX	stevell@zmail.com	Auto

External Invitations

Bid Notes

The intent of this solicitation is to establish an annual requirements contract for PHPM-50 for pothole repair. All material will be purchased on an as needed basis.

The City of Arlington exclusively uses IonWave for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Arlington accepts no responsibility for the receipt and/or notification of solicitations through any other means.

The City of Arlington strongly encourages bidders to submit their response to this bid electronically. If submitting a paper bid, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title. Late bids will not be accepted.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Bid Tabulation Copy.xlsx	Bid tab
Header	SOW 22-0174.docx	22-0174 Scope of Work
Header	GFE Checklist Fillable.pdf	Good Faith Effort (GFE) Checklist. Review the MWBE Special Contract Provisions document for information about this form.
Header	LETTER OF INTENT TO SUBCONTRACT fillable.pdf	Letter of Intent form. Review the MWBE Special Contract Provisions document for information about this form.
Header	MWBE UTILIZATION PLAN Fillable.pdf	Utilization plan. Review the MWBE Special Contract Provisions document for information about this form.

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	W9 Form : Please upload W-9 (Oct 2018 Rev.) as a Response Attachment. Title as "W9"
2	YES	Insurance ACORD Form : Please provide Insurance ACORD form as a response attachment. Insurance must be valid and not expired. Title as "COI"
3	NO	MWBE Certification : If certified MWBE, please submit a copy of your certification.
4	YES	MWBE Subcontracting Form : Download MWBE form from attachments and include a completed form with response attachments.

Bid Attributes

#	Name	Note	Response
1	Contact Name		Required
2	Contact Phone		Required
3	Tax ID:		Required
4	Contact Email:		Required
5	Ditgital Signature	<p>The undersigned agrees if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be 90 calendar days unless stated otherwise herein.</p> <p>The undersigned agrees they are authorized to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Bid/Proposal and all other items made a part of the accepted contract.</p> <p>By entering your name in the field provided, you signify that you are accepting the terms and conditions of this quote and your typed name will serve as your electronic digital signature. You also certify that if a Texas address is listed, you qualify as a Texas resident bidder as defined in Rule 1 TAC 111.2.</p> <p>Valid Responses: I have read and agree</p>	Required
6	MWBE	<p>Minority and/or Woman Owned Business Enterprises are encouraged to participate in Arlington's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Arlington, please state your classification:</p> <p>Valid Responses: [Please Select], American Indian, Asian, Black, Hispanic, Woman Owned Business, N/A - Not Applicable</p>	Required

7 MWBE Policy Statement

On March 30, 2021, the Arlington City Council approved the resolution to adopt the City's Minority/Woman Business Enterprise (MWBE) Policy Procedures Manual. This MWBE Policy seeks to reduce race and gender-based barriers and foster participation with minority and woman-owned businesses in contracting and procurement opportunities with the City of Arlington by increasing the capacities of such firms to perform as prime vendors and subcontractors as well as suppliers.

Required

The City of Arlington reaffirms that it will not, nor will its contractors, discriminate based on race, age, color, religion, sex, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the City of Arlington's Office of Business Diversity (OBD) to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the City's MWBE Policy Procedures Manual.

MWBE PROJECT GOAL

The City's MWBE aspirational goal, for this project is 30 %.

Trades identified for this solicitation includes: The contractor's MWBE commitment percentage is based on the total value of the contract including any change orders and modifications throughout the contract agreement. The criteria used to set a MWBE Contract Specific Goal shall include business availability, the nature of the contract, the City's past experiences with MWBE participation in similar contracts, price competitiveness, subcontracting opportunities, progress towards meeting the annual goal and other relevant factors.

For information about the City's Local MWBE Policy, we have included a link to access the document (<http://www.arlington-tx.gov/finance/purchasing/bidding-procurement/>).
Valid Responses: I understand and agree

8 MWBE Submittal of Required Documentation

SUBMITTAL OF REQUIRED DOCUMENTATION

Required

The following documents must be received by the assigned City Project Manager or Department Designee within the allocated times shown in order for the bid or proposal to be considered responsive to the specification. The Offeror shall DELIVER OR EMAIL the MWBE documentation to the assigned City Project Manager or Department Designee; a faxed copy will not be accepted.

Utilization Plan

Received on bid opening date and time. Faith Effort Form and supporting documentation (if participation is less than stated goal)

Received no later than 2:00 pm CST, two (2) City business day after the bid opening or proposal due date. Please send your GFE form to agent of record. to Perform as a Subcontractor

Received no later than 2:00 pm, two (2) City business day after the bid opening date with MWBE Utilization Plan.

Failure to submit the required MWBE documentation, based on the listed time and date, will result in the bid or proposal to be considered non-responsive. Valid Responses: I understand and Agree

9 Certification and Post Award Compliance

MWBE CERTIFICATIONS

Required

The City will recognize MWBE companies that have received one or more certifications from the following organizations: North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Texas Department of Transportation (TxDOT), DFW Minority Supplier Development Council (MSDC), and Woman's Business Council Southwest.

The City reserves the right to review, accept, or reject any certification from agencies not listed.

POST AWARD COMPLIANCE

If change orders, amendments, or any Contract modifications are issued, the contractor has a contractual commitment to meet and/or exceed their MWBE utilization goal. Contractor is obligated to immediately notify OBD, in writing, of any agreed increase or decrease in the scope of work that will impact the MWBE participation on the contract.

The Contractor cannot terminate, substitute, or change the terms of the MWBE Utilization Plan prior to or after Contract award without the prior written consent of the OBD. If the Contractor is unable to meet its MWBE commitment with existing MWBEs, the Contractor shall satisfy its commitment, as it relates to scope of work changes, modifications, and or amendments, by soliciting new MWBEs, must submit a Request for Approval of Change to MWBE Utilization Plan for review and written

approval from the OBD.

All payments must be submitted to our supplier diversity portal BG2Now:
<https://arlingtonx.diversitycompliance.com/>
 Valid Responses: I understand and Agree

- | | | | |
|----|-------------------------|--|----------|
| 10 | Certification Status | If you are an MWBE, which certification agency do you go through?
Valid Responses: [Please Select], NCTRCA, HUB, DFW MSDC, WBC-SW, TxDot, DBE, SBA, 8(A) Program | Optional |
| 11 | W-9 Form | Bidder shall include IRS Form W-9 (October 2018 revision) with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on upload.

Bidder here acknowledges that a copy of their company's W-9 Form has been included with this submission.
Valid Responses: I have read and agree | Required |
| 12 | Addendum Acknowledgment | I acknowledge the receipt of all addendums issued with this solicitation. It is the responsibility of the vendor to ensure that they have received addendums if issued.

Call or email Agent of Record prior to submitting your bid to ensure that you have received addendums.
Valid Responses: I have read and agree | Required |

BID DOCUMENTS:

The City of Arlington's IonWave Procurement Portal is the only authorized source for obtaining accurate Bid forms. All addenda and notices related to this procurement will be posted by the City in IonWave.

The City encourages all bids be submitted electronically through the City's IonWave Procurement Portal. If submitting a paper bid, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title.

In either case, bids must be received prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid by means chosen by Bidder. The time stamp clock in the Finance Department and in the IonWave system is the official time of record. Late bids will not be accepted.

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Sealed Bid must be completely filled out.

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing. Such addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda and submit with their bid.

The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Arlington.

In the event this Bid is obtained through any means other than City's IonWave Procurement Portal, the City will not be responsible for the completeness, accuracy, or timeliness of the final Bid documents received from those other sources. Bid forms obtained from any other source may be incomplete and Bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive and eliminating the Bid from award.

PREPARATION OF BID:

Bidders are expected to carefully examine all documents that make up this bid, including all addenda, attachments, and exhibits to thoroughly familiarize themselves with all requirements prior to submitting a bid. Upon examination of the solicitation and discovery of any discrepancies, inconsistencies, errors, or ambiguities in, or omissions from the solicitation documents, or should the bidder be in doubt of any meanings, the bidder shall promptly notify the Purchasing Agent of Record.

Bid Preparation Costs: All costs associated with the preparation of response for this bid or any other City solicitation shall be borne by the bidder, and not the City.

MINIMUM STANDARDS:

Specifications listed herein describe the expected minimum standards. If any exceptions are taken by the Bidder, the Bidder is responsible for indicating each

deviation from the specifications, including an explanation, justification, or applicable literature for the deviation, and initialed by representative taking exception(s). Any and all exception must be submitted at time of bid submittal. The City reserves the sole right to accept or reject, in whole or part, any proposed exceptions. The absence of any indications will be interpreted as Bidder's complete compliance with the entire specification.

EXPLANATION OF BID LANGUAGE:

It is the intent and purpose of the City of Arlington that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Agent of Record, at the email listed on the cover page of this solicitation, if any language, requirements, or combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. The City expressly reserves the right to: Specify approximate quantities in the bid
Extend the bid opening date and time
Add additional terms or modify existing terms in the bid

ADDENDA: Any interpretations, clarifications, and changes made will be issued by the Purchasing Division. Oral answers received by any member of the Purchasing Division or requesting Department will not be authoritative, and the City will not entertain any protest based on a verbal instruction. It is the bidder's responsibility to obtain, review and acknowledge any and all addenda. Receipt of Addenda must be acknowledged within the bid attributes. Addenda are available through the City's IonWave Procurement Portal. It is the responsibility of the Bidder to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their bid. The City will not consider any request to re-open a bid as a result of failure by Bidder to secure addenda in accordance with this bid. Failure to return any and all issued addenda may adversely affect the bidder's opportunity for award.

BID COMPLIANCE: All items contained in the bid must be in total compliance with the specifications in this solicitation. Each Bidder must furnish the information required by the solicitation on the documents provided. Bids submitted on any other form(s) may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid. Bids may not include exempted taxes such as City, State, and most Federal taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division as needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption. Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of the City of Arlington. Furthermore, all Bidders must disclose the name of any City of Arlington officer or employee who owns, directly, or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the immediate disqualification of or cancellation of the bid for work. The City will seek all damages for the recoupment of losses in having to re-bid or re-assign this bid.

PRICES:

Bid pricing for goods and services covered under this specification shall be firm unless otherwise specified. Pricing shall include, but is not limited to, mobilization, labor, material, equipment, tools, license, FOB delivery, unless otherwise requested on the Bid Price Schedule. It is the responsibility of the Bidder to check the unit price being submitted on the solicitation and shall verify accuracy of pricing by signature on the Bid Price Schedule. No price changes will be allowed after opening. In the event of a discrepancy between unit price and extended price, the unit price shall prevail as accurate.

BRAND NAME OR EQUAL:

If the bid indicates brand name or equal products are acceptable, the bidder may bid an equal product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an equal solely remains with the City.

DELIVERY TIME:

Delivery time, if stated as a number of days, and shall be interpreted as calendar days. It is understood by Bidder that time is of the utmost with any City purchase; and therefore, if the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

SIGNATURE:

The bidder must electronically sign each document in the bid requiring a signature. If addenda are issued, the bidder must make acknowledgement of addenda. Bidder's failure to sign required documents may result in the disqualification of the bid.

COMPLIANCE WITH LAWS:

The Bidder shall give all notices and comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and lawful orders and decrees of any court, administrative bodies, tribunals, or any public authority in any matter bearing on the performances of the services specified herein. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Bidder warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment, and licensing laws and regulations, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

The Bidder shall maintain all required licenses, certifications, etc. throughout the term of the bid specification. Upon request, the Bidder must furnish the City with satisfactory proof of its compliance.

UNAUTHORIZED WORKERS: The City will not intentionally award publicly-funded contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")], and as amended. The City shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the

employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Modifications, Withdrawal of Bid, or No Bid Modification of Bids: Bids may be modified at any time prior to the due date and time. No additional or modified Terms and Conditions included with the bid response shall be evaluated or considered. If submitted it is understood and agreed that the general Terms and Conditions, Special Provisions, and all other supporting documents issued within this solicitation are the only applicable terms and conditions, and the bidder's authorized signature, affixed to the bid, attests to this.

OPENING OF BIDS:

The Office of Procurement representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time, in accordance with solicitation type.

PUBLIC DISCLOSURE:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be publicly disclosed, each page must be identified and marked proprietary at time of submittal.

The City will, to the extent allowed by law, endeavor to protect such information from public disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Compliance with Texas Government Code Chapter 552:

A. In this section, Contracting Information shall have the same meaning as defined in Texas Government Code 552.003(7).

B. The Contractor must preserve all Contracting Information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

C. The Contractor must promptly provide to the governmental body any Contracting Information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

D. On completion of the contract, Contractor shall either

1. Provide at no cost to the Owner all Contracting Information related to the contract that is in the custody or possession of the Contractor; or

2. preserve the Contracting Information related to the contract as provided by the records retention requirements applicable to the City of Arlington.

E. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

AMERICANS WITH DISABILITIES ACT:

Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Bid Meeting or Bid Opening Meeting) should contact the Purchasing Agent of Record named on the first page of this document at least 24 hours in advance of the activity to request accommodations.

SUPPLIER CODE OF ETHICS:

The City of Arlington, Texas, is committed to a procurement process that fosters fair and open competition, as we are governed by the highest ideals of honor and integrity in order to merit public respect and confidence in the spending of public dollars.

To achieve these goals, the following ethical principles shall govern each Supplier who seeks to do business with the City.

Each Supplier shall not: Engage in collusive bidding, price fixing, price discrimination, or make an agreement with any other competing Supplier for the purpose of restricting competition. Disclose pricing or quotes in submitted bids or proposals, directly or indirectly, to any other competing Supplier prior to the closing date for bids or proposals. Make any attempt to induce or coerce any other individual/entity to submit or refrain from submitting a bid or proposal. Under any circumstances, offer or give directly or indirectly, any gifts, gratuities, or other things of value to a City employee or family member, consultant or contractor in connection with the bid or proposal, which might influence or appear to influence purchasing decisions. Initiate, negotiate, or render an offer of employment to any City employee who is directly involved with, or personally participating on behalf of the City with respect to any procurement or other matter involving the Supplier.

Each Supplier shall: Disclose any transaction or participation of any individual in an operational situation that presents a conflict of interest Completely perform any awarded contract, at the contracted price, according to the terms set forth in the contract, and will submit timely and accurate invoices for goods and/or services performed. Violation of any provision of this Supplier's Code of Ethics, may render the Supplier non-responsible, debarred, or in material breach of the contract, which could result in criminal or civil penalties under the State or Federal Law. Valid Responses: I have read and agree

CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS:

Required

All questions concerning this procurement solicitation must be directed to the Purchasing Agent of Record.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one vendor secures or attempts to secure an unfair advantage over another vendor or creates a situation where there is an appearance of impropriety in contacts between the vendor or vendor's agent or vendor's contractor or vendor's consultant and City officials.

release of the bid or proposal, no officer, employee, agent or representative of the vendor shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this bid project, except as herein provided.

Contacts by the vendor with City staff when such contacts do not pertain to this proposal are exempt from this provision. Examples include: Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity Contact made to conduct business with the City of Arlington or City of Arlington programs, unrelated to this bid or proposal Presentations and/or responses to inquiries initiated by City Staff and if a representative of the vendor has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the bid or proposal submission.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a vendor being disqualified from the process.

Valid Responses: I have read and agree

B1. APPLICABLE LAW/VENUE: This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract/agreement will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.

B2. INDEPENDENT CONTRACTOR: Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

B3. ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.

B4. CONFLICT OF INTEREST: The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

B5. SEVERABILITY: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

B6. MODIFICATIONS: This contract can be modified only by written agreement of the parties.

B7. REMEDIES: No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

B8. TARGET ARLINGTON: In performing this contract, Contractor agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

B9. M/WBE: As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

B10. PAYMENT TERMS: All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

B11. TAXES: The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.

B12. FUNDING: Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

B13. F.O.B. DELIVERED AND DAMAGES: Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

B14. CONTRACTOR TO PACKAGE GOODS: Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

B15. PLACE OF DELIVERY: The place of delivery shall

be set forth in the block of the purchase order or purchase change order entitled "Ship to.

B16. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

B17. FORCE MAJEURE: Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

B18. RIGHT OF INSPECTION: City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

B19. RIGHT TO AUDIT: Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

B20. PRICE WARRANTY: The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

B21. WARRANTY SERVICE CLAUSE: Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and

services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

B22. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section B5 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

B23. SOFTWARE LICENSE TO SELLER: If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is proprietary to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

B24. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY: Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

B25. OWNERSHIP OF WORK PRODUCT: Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs,

and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the Work Product) and Seller acknowledges that such Work Product may be considered work(s) made for hire and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

B26. NEW MATERIALS: Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

B27. RECYCLE MATERIALS: Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted. The City of Arlington supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

B28. USE OF ARLINGTON, TEXAS LANDFILL: All contracts for contractors performing demolition and/or construction projects for Arlington, Texas shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Arlington Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

B29. HEALTH, SAFETY, AND ENVIRONMENTAL

REQUIREMENTS: Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

B30. SAMPLES: Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

B31. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

B32. INDEMNIFICATION: Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract.

Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

B33. NON-DISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

B34. IMMIGRATION NATIONALITY ACT: The City of Arlington actively supports the Immigration Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

B35. DISABILITY: In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

B36. TERMINATION FOR DEFAULT: The City of Arlington reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder.

Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any

such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

B37. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

B38. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4: The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full 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.

B39. PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE: The Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

B40. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

B41. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.

B42. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in

federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

B43. NO THIRD-PARTY BENEFICIARY: For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

B44. THE AGREEMENT: In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the contract documents). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

B45. HEADINGS: The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Valid Responses: I have read and agree

16 EVALUATION FOR AWARD, OR REJECTION OF BIDS

EVALUATION FOR AWARD, OR REJECTION OF BIDS: Required

EVALUATION

The City reserves the right to accept or reject, in part or in whole, any bid submitted, and to waive any technicalities in the best interest of the City. The City reserves the right to award in whole to a sole Bidders, split the award between multiple Bidders, or may choose not to award some or all items, depending on the best interest of the City.

The Bidder may furnish pricing for all or a portion of the bid, unless otherwise specified herein. Bids that specify an all or none award may be considered if a single award is advantageous.

POST QUALIFICATION

Criteria must be presented at time of Bid's submission to be considered for award. Review criteria includes, but is not limited to: Bidder's following Instructions to Bidders Section; Submitting only the documentation required as specified in Special Conditions, and in its entirety; Review the Experience of Bidder

- (a) Bidder must submit the minimum number of specified references within the specified number of years who can substantiate the Bidder meets the minimum qualifications, experience, knowledge, skills, and capability of requirements to successfully complete similar services;
- (b) References shall illustrate Bidder has provided the services as outlined in the specification for size, time, and responsibility;
- (c) Any negative verification, failure to verify, or other public information may render bid non-awardable. Delivery of Bid is a factor of award. Failure to perform within the delivery deadline set forth herein, or per addenda, shall deem Bid as non-responsive.

PRICING

Pricing shall remain firm for 1 year of the contract period, unless otherwise stated in Special Provisions section. Pricing may be reviewed per the following:

Best Price: An award will be made without further negotiation based upon sealed competitive bids; therefore, the Bidder's best and reasonable price should be submitted in response to the solicitation. Reasonable Pricing will be reviewed as part of Best Pricing. A reasonable unit price must be submitted for each line item. In the event, that any unit pricing is determined to be unreasonably too low or too high, the bid may, in whole or part, be determined non-responsive.

RESERVATIONS

The City expressly reserves the right to, with or without cause, and without recourse:

Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City; Waive as an informality, any minor deviations or technicalities from specifications provided they do not affect competition or result in functionally unacceptable goods or services; Waive any minor informality in any bid or bid procedure (a minor informality is defined as one that does not affect the competitiveness of the Bidder); Reject a bid because of unbalance unit bid prices; Bidder has previously failed to

perform properly, or complete an on-time contract of similar nature, or whom has poor vendor performance documented as part of a public record; To be the sole judge of references; Reject or cancel any or all bids; Reject any part of a bid; Reissue a solicitation for bid; and/or Procure any item by other means.

PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, published by the United States Department of the Treasury, Office of Foreign Assets Control (see

<http://www.treas.gov/offices/enforcement/ofac/sdn/>).

In addition, Vendor certifies that they are not listed on the Excluded Parties List System (EPLS) which is found at www.sam.gov.

Vendor agrees that should at any time during the term of this contract they become listed on either the Terrorism List or EPLS, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List. Vendors identified on either list at time of bid review will not be considered for award.

AWARD

If awarded, the contract or contract(s) shall be based on the City's evaluation criteria and compliance with solicitation requirements.

The City of Arlington shall award the bid(s) to the Bidder(s) who meet both the required specifications, and offers the Best Pricing by the lowest responsive, responsible bidder or provides the Best Value to the City. A responsive bidder is defined to be one who submits a completed sealed bid packet that conforms to all technical and legal requirements within the stated time deadline and in accordance with the bid specifications. A responsible bidder is defined to be one who demonstrates specific selection criteria responses indicating that the company has the financial resources, judgement, skill, integrity, performance record and overall ability to successfully deliver the supplies, equipment, or services being procured.

Best Value: In determining the best value the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

- (a) Purchase Price;
- (b) Reputation of the bidder and the bidder's goods/services;
- (c) Quality of the bidder's goods or services;
- (d) Extent to which the goods or services meet the municipality's needs;
- (e) Bidder's past relationship with the municipality;
- (f) Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (g) Total long-term cost to the municipality to acquire the bidder's goods or services; and
- (h) Any relevant criteria specifically listed in the request for bids or proposals.

ORDER OF PRECEDENCE:

This bid specification shall be included and incorporated in the final agreement or purchase order. Unless otherwise expressly provided in the final agreement or purchase order, in the event of any conflict between the terms of the final agreement or purchase order; this bid specification; and the vendor's response, the order of precedence shall be the final agreement or purchase order, followed by the solicitation, and then the response to the solicitation.

VENDOR DEBRIEFING:

Vendor debriefing is available within 30 days following award of any contract.

BID GRIEVANCE PROCEDURES:

Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a grievance. Only written grievances may be considered. The grievance may not be in regard to specific evaluation criteria or weights.

1. The grievance must be in writing and delivered to the Procurement Manager of the City of Arlington. The grievance may be delivered in person to the department offices located at 101 South Mesquite Street, Ste. 800, Arlington, Texas.
2. The Office of Procurement must receive the written grievance within five (5) business days after the posting of the City staff's award recommendation appearing on the lonwave Procurement Portal.
3. The written grievance must include the following information before it may be considered by the city: Name, mailing address, and business phone number of the aggrieved party; Identification of the bid or proposal to be reviewed; Citation detailing the exact law that is believed to have been violated; A precise and short statement of the reason or reasons for the grievance which should provide enough factual information to enable the city to determine the basis of the grievance; and any documentation or other evidence supporting the grievance.
4. All applicable documentation and other information applying to the grievance must be submitted to the Procurement Manager at the time of grievance.
5. The Office of Procurement, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the grievance, including, at the Purchasing Manager's option, meeting with the aggrieved party. If the grievance is successfully resolved by mutual agreement, the Purchasing manager shall submit a copy/verification of the resolution to the City Manager or designee
6. If the Office of Procurement is unable to resolve the grievance, the aggrieved party may request the grievance be reviewed and resolved by the City Manager or designee.

7. A request for the City Manager's review must be in writing and received by the Office of Procurement within three (3) business days from the date the Purchasing Division notifies the aggrieved party that the issue(s) cannot be resolved. The request for City Manager review must be delivered in person to the Office of Procurement at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.

8. If the aggrieved party fails or refuses to request a review by the City Manager within the three (3) days, the grievance is deemed finalized and no further review by the city is required.

Valid Responses: I have read and agree

BIDDERS QUALIFICATION:

Each bidder is responsible for submitting all relevant, factual, and correct information at time of the bid submittal. If additional sheets are attached to the bid specification, the bidder must clearly cross-reference the appropriate location in the solicitation (i.e. Section and paragraph Number, Attachment and paragraph number, or Exhibit; page number, subject, etc.). The criteria listed below will be assessed as part of the Post Qualification.

Years of Experience: Bidder shall have a minimum of three (3) consecutive years experience in the supply and delivery of goods ,or services to be provided as specified herein. A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has the history or expertise (References). Failure to meet this requirement will result in a non-award.

References: Bidder must provide a list of three (3) governmental or commercial references. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified. Similar shall be understood to mean comparable complexity. For each project, list name, description and location and date of contract completion. Bidder may list one (1) previous City of Arlington project that he/she has completed. The City reserves the right to inspect any and all known previous locations where services were rendered pursuant to the property owners' expressed permission.

Bankruptcy or Insolvency: If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the City reserves the right to terminate any contractual agreement immediately.

Public Information: Any negative vendor performance or information obtained as public record may be cause for consideration of non-award.

The City of Arlington reserves and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations during the past two-year period.

The City reserves the right to reject a response from a

Contractor and/or Sub contractor whose goods and/or services to the City or other government entities have been documented as unsatisfactory in providing the same goods and/or services.

Valid Responses: I have read and agree

The bid document, as amended by any addendum, must be submitted to the City of Arlington as it conforms to the bid closing date and time, and awarded by the Arlington City Council, shall constitute the contract.

Initial Term of Agreement: Unless otherwise specified, this contract, if awarded, shall be for a period of One (1) year(s) beginning on the date specified in the Award Letter, to be issued by the City's Purchasing Division.

Probationary Period: The first ninety (90) days of each contract term will be considered a probationary period. When applicable, at the first City Council meeting following a probationary review, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without issuing a second solicitation.

Option to Renew: The City and Contractor may, upon mutual written consent not earlier than one hundred twenty days (120) days prior to the expiration of the contract, renew the contract for an additional one-year period, not to exceed two (2) additional, one (1) year renewal options after the initial term. The Awarded Bidder may request a price increase at each renewal time at a rate not to exceed the effective percentage change in the Consumer Price Index (CPI-U) for the previous twelve (12) months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered. The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Option to Extend or Transition of Bidder(s):

In the event that a new Bidder(s) is (are) not selected by the City of Arlington, it shall be incumbent upon the Bidder to continue the contract under the same terms and

conditions until new contracts can be completely operational. The transition period extend more than ninety (90) days beyond the original expiration date of the existing contract.

Addition or Deletion:

The City reserves the right to add or remove items as circumstances warrant. The City of Arlington reserves the right to purchase additional units under the terms of this specification.

Cancellation:

The City reserves the right to cancel the contract upon thirty (30) days written notification for failure to supply the required materials or failure to meet delivery schedules, or should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

Estimated Quantities:

This is a requirements contract. The quantities listed are based upon the best available data and serve only as a guide and in no way represents an intended or guaranteed amount. The City reserves the right to purchase according to actual need and may or may not meet or exceed the estimated quantities shown.

Order Placement:

Requests for goods and services will be on an as-needed basis by authorized City of Arlington employees only. The City will supply the successful bidder with the names of personnel authorized to place orders. The City shall place written orders electronically or via email in the form of a purchase order or formal Notice to Proceed which will include a purchase order number.

Purchase Orders: It is the sole responsibility of the supplier to acquire a hard copy purchase order authorizing said purchase of goods or services. Supplier must acquire a purchase order prior to placing any orders or purchasing goods, materials on behalf of the City, or performing services for the City. Failure on behalf of the supplier to obtain a purchase order from the City may result in forfeiture of payment due to lack of authorization to purchase goods or services. Verbal orders from City employees are not an acceptable method of authorization.

Such verbal orders shall be forwarded to the Purchasing Manager or disignee, as identified herein.

Safety:

All safety precautions and oversight shall be per OSHA and best practice so to meet the requirements of the Specifications and Scope of Work, defined herein. No direct compensation will be made to the Contractor for furnishing, installing, maintaining, and/or the removal of required safety measures, and thus no costs associated with meeting the specifications and scope of work will be paid as a separate line item.

Misconduct:

The City is committed to maintaining an alcohol, drug, and firearm free workplace. Possession or use of firearms, or possession, use of, or being under the influence of alcohol or controlled substances by Contractor's employees or Subcontractors' employees while in the performance of any service(s) or delivery of goods to the City of Arlington, Texas, is strictly prohibited. Violation of this requirement may constitute grounds for immediate cancellation of the Contract. The City reserves the sole right to determine whether this clause is violated, which may be grounds for immediate termination.

Environmental:

The City is committed to purchasing goods, and services from suppliers which can provide the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations while protecting health and safety, be fiscally responsible, meet City, State, and Federal mandates, and model environmental stewardship, and encourages proactive measures in employee behavior to reduce mobile source air pollution.

Ordinances:

The City will make a good faith effort to notify the supplier of City ordinances when applicable; however, neither the City nor any of its staff, employees, agents, or representatives are responsible for notifying the contractor(s) of such ordinances. It will be the sole responsibility of the Contractor performing the services to make him/her aware of such City ordinances. All costs, including but not limited to, fines, fees, tickets, or citations becoming due as a result of violating such ordinances will

be handled directly between the Court, the issuing department, and the Contractor. Compensation for costs due to violations will not be warranted under this specification or in conjunction with any portion of work as it is associated with this specification. Should it be discovered that an ordinance conflicts with a project, the Contractor shall notify City in writing at once. The City will acknowledge the information via email and may allow an extended work time when ordinance(s) impede schedule.

Public Emergencies:

A Public Emergency shall be defined as, but not limited to, a tornado, flood, hurricane, winter weather, large scale disaster and/or relief thereof which is manmade or natural, or by an act of God shall herein known as Emergency.

It is vital to the citizens and those who seek large scale refuge within the City of Arlington be protected from any such Emergency situation(s) that threatens public health and safety as declared by the City of Arlington; therefore, at any time before, during, or after a public emergency, the City of Arlington may require a First Priority for goods and services to be rendered by the awarded Bidder.

The Contractor agrees to rent/sell/lease all goods and service to the City or its governmental entities on a first priority basis. The City expects to pay contractual prices for all goods and or services rendered under this awarded Agreement in the event of such Emergency. Should the Bidder provide the City with products and/or services not under this awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of an Emergency.
Valid Responses: I have read and agree

19 Award Criteria

Sealed Bid - Lowest responsive, responsible bid meeting bid specifications. The City reserves the right to make a bid award to either one vendor or to multiple vendors, whichever is in the best interest of the City, or unless otherwise stated on the bid price schedule. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.
Valid Responses: Have read and agree

Required

20 Scope of Work Confirmation

I have read and understand the scope of work/specifications of this solicitation.
Valid Responses: I have read and agree

Required

21 Standard Insurance Requirements

Bidder shall include Insurance ACORD Form with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on upload. Required

Bidder here acknowledges that a copy of their company's insurance ACORD Form has been included with this submission.

The Awarded Contractor will not commence work under this contract until he or she has obtained all the insurance required herein and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on his or her subcontract until all required insurance of the subcontractor has been obtained and submitted to the City. The successful bidder shall submit evidence of required insurance on an original ACORD certificate or state approved form at time of bid. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City. An insurance certificate is required to be on file prior to the start of any work.

1. Commercial General Liability: \$1,000,000 per occurrence, \$1,000,000 products/completed operations and \$2,000,000 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto, or hired and non-owned vehicles.
3. Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$1,000,000 for each accident, \$1,000,000 policy limit Disease, \$1,000,000 each employee disease.
4. Umbrella or Excess Liability: \$2,000,000.00 per occurrence and aggregate.

Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured with waiver of subrogation in the favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, materially changed, or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Arlington
Purchasing Division P. O. Box 90231 Arlington, Texas
76004-3231

6. Workers' Compensation Insurance Coverage:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City
Valid Responses: I have read and agree

- 22 Company Name: Required
- 23 Local Address: Required
- 24 Phone: Required
- 25 Email: Required

26	Primary Point of Contact responsible for work performed under this contract:		Required
27	Years in Business:		Required
28	Years of Experience performing this type of work:		Required
29	Has your business operated under any other names?	Valid Responses: [Please Select], Yes, No	Required
30	If yes, what names:	Explain the circumstances of the change:	Optional
31	Total Value of work currently under contract:		Required
32	Total Value of work in place within the past 12 months:		Optional
33	Percentage of work self-performed on this contract:		Required
34	References	The vendor shall provide information regarding previous work comparable with the proposed work in size, capacity, and complexity. List 3 projects similar to size and scope which were completed during the past three (3) years. The City may also consider any previous City projects. Following the submission, each vendor shall be prepared to furnish such additional information as the City may reasonably request regarding vendors equipment and personnel. The information provided shall constitute an integral part of this response.	Display
35	Reference 1	REFERENCE 1	Display
36	Reference #1 Contact Person's Name		Required
37	Reference #1 Contact Person's Place of Business		Required
38	Reference #1 Address: Street, City, State, Zip Code		Required
39	Reference #1 Phone Number		Required
40	Reference #1 Email		Required
41	Contract Information	Contract Information	Display
42	Contract Amount	Enter the total amount of the contract for which you are providing a reference.	Required
43	Contract Completion	Select the date the contract was completed.	Required
44	Contract Work Description	Provide a description of the work completed.	Required
45	Reference 2	REFERENCE 2	Display
46	Reference #2 Contact Person's Name		Required
47	Reference #2 Contact Person's Place of Business		Required
48	Reference #2 Address: Street, City, State, Zip Code		Required
49	Reference #2 Phone Number		Required
50	Reference #2 Email		Required
51	Contract Information	Contract Information	Display

52	Contract Amount	Enter the total amount of the contract for which you are providing a reference.	Required
53	Contract Completion	Select the date the contract was completed.	Required
54	Contract Work Description	Provide a description of the work completed.	Required
55	Reference 3	REFERENCE 3	Display
56	Reference #3 Contact Person's Name		Required
57	Reference #3 Contact Person's Place of Business		Required
58	Reference #3 Address: Street, City, State, Zip Code		Required
59	Reference #3 Phone Number		Required
60	Reference #3 Email		Required
61	Contract Information	Contract Information	Display
62	Contract Amount	Enter the total amount of the contract for which you are providing a reference.	Required
63	Contract Completion	Select the date the contract was completed.	Required
64	Contract Work Description	Provide a description of the work completed.	Required
65	Cooperative Purchasing:	Should other Government Entities decide to participate in this contract, would you agree that all terms, conditions, specifications, and pricing would apply? Valid Responses: [Please Select], Yes, No	Required

Line Items

#	Qty	UOM	Description	Response
1	7000	Gallon	PHPM-50 for potholes	Price (Optional)



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Annual Agreement for easement and alley clearing from Bronco Land Clearing (up to \$114,725.00 annually). This agreement will be for one year with the option to renew for one additional one-year period totaling \$229,450.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms

SUMMARY:

<i>Vendor Name:</i>	Bronco Land Clearing
<i>Annual Cost/Total Cost:</i>	\$114,725.00/\$229,450.00
<i>Department:</i>	Public Works
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This price agreement will be utilized to remove trees and shrubs to clear easements and alleys within the City of Grand Prairie.

Notice of bid #22119 was advertised in the Fort Worth Star-Telegram and Planet Bids; it was distributed to seventeen vendors including thirteen HUBs and no Grand Prairie vendors were found. Two bids were received as shown in attachment A.

The award was based on best value criteria set up in the specification, including the extent to which goods and services meet the municipality’s needs, qualifications, reputation, price, and experience with the City of Grand Prairie or other municipalities, if they were local, and other relevant criteria as listed in the specification.

The best value bid received from Bronco Land Clearing meets specifications and is recommended for award.

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal RFB/RFP Sole Source Professional Services

Local Vendor HUB Vendor

Number of Responses: 2 RFP/RFB #: 22119

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	300594-63032 Fund, Activity 68122022
		Grant Fund - ARPA	

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

EASEMENT AND ALLEY CLEARING

RFB # 22119

TABULATION



Bid Tabulation
Easement and
Alley Clearing
RFB #22119

Bronco Land Clearing Fort Worth, TX	Good Earth Corporation Dallas, TX
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Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price
	This line intentionally left blank.						
1	Clearing and Cutting of Easement or Alley, Up To a Width of 15 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be placed within Boundary of Easement or Alley.	21,600	LF	\$1.75	\$37,800.00	\$17.00	\$367,200.00
2	Clearing and Cutting of Easement or Alley, Up To a Width of 15 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be Hauled to Landfill.	4,800	LF	\$2.00	\$9,600.00	\$29.00	\$139,200.00
3	Clearing and Cutting of Easement or Alley, Maximum Width of 20 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be placed within Boundary of Easement or Alley.	22,400	LF	\$2.00	\$44,800.00	\$23.00	\$515,200.00
4	Clearing and Cutting of Easement or Alley, Maximum Width of 20 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be Hauled to Landfill.	4,000	LF	\$2.25	\$9,000.00	\$39.00	\$156,000.00
5	Collection of Debris and Trash Per Location with Roll-off Dumpster	55	EA	\$25.00	\$1,375.00	\$1,100.00	\$60,500.00
6	Removal of Obstruction from Easement or Right-of-way, Turn Over to Owner in Acceptable Condition, Not to be Replaced. Each Location Evaluated with City Staff and Coordinated with Owner.	165	EA	\$30.00	\$4,950.00	\$500.00	\$82,500.00
7	Traffic Control for Contractor Access to Easement or Alley, Per Location	60	LS	\$120.00	\$7,200.00	\$500.00	\$30,000.00
				Total	\$114,725.00		\$1,350,600.00

SCORECARD



Evaluation Score Card
Easement and Alley Clearing
RFB #22119

Bronco Land Clearing Fort Worth, TX	Good Earth Corporation Dallas, TX
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Evaluation Criteria	Maximum Score	Score	Score
Price	50.00	50.00	4.25
The Extent to which goods and services meet the municipality's needs	15.00	15.00	10.50
Qualifications	15.00	15.00	10.50
The Reputation of the Bidder	10.00	10.00	10.00
Experience with the City of Grand Prairie of another municipality	10.00	8.00	6.00
Total	100.00	98.00	41.25



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/06/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Ratify expenditures estimating \$428,519 with North Texas Contracting for an emergency purchase for the repair of a 12” water line at the northwest corner of Johnson Creek and Carrier

SUMMARY:

<i>Vendor Name:</i>	North Texas Contracting
<i>Cost:</i>	\$428,519
<i>Synopsis:</i>	The Water Utilities department requested approval for an emergency repair purchase from North Texas Contracting, to repair a water line leak due to unforeseen damage to public property and to protect the public health and safety of the residents of the City of Grand Prairie
<i>Recommendation:</i>	Approve

PURPOSE OF REQUEST:

A water leak on a 12” main at Johnson Creek at Carrier Parkway caused unforeseen damage to public property and an emergency repair was needed for the water main and the adjacent bridge embankment and footing. This required digging down and repairing the water main while reinforcing the bridge footing; once completed, the bridge embankment was replaced and riprap was installed along the side of the bridge down to the bottom of the creek to ensure the safety of the waterline and the bridge.

We searched known suppliers and North Texas contracting 4999 Keller-Haslet Rd. Keller, Texas 76248 had the expertise, equipment, and best availability to safely enter, test, and repair the water line and other related infrastructure. The cost of this repair is \$428,519.

State law allows for emergency purchases due to unforeseen damage to public property and for procurements necessary to preserve or protect the public health or safety of the City’s residents. Due to the difficult location of being in the river’s bottom and the line size, this main water leak could have affected the health and safety of the residents of the City of Grand Prairie, especially in the northern portion of the City.

FINANCIAL CONSIDERATION:

Funding for the repairs should be taken from CIP FY22 Emergency repairs for Water Account 500592-02209103.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/06/22

REQUESTER: Damara Winfrey

PRESENTER: Damara Winfrey, Emergency Management Specialist

TITLE: Ratification of the application for the FY23 Office of the Governor’s (OOG) Homeland Security Grants Division’s (HSGD) Statewide Emergency Radio Infrastructure (SERI) grant; and authorize the City Manager to accept grant funding provided by the HSGD through the North Central Texas Council of Governments (NCTCOG) for the amount of up to \$1,000,000.

RECOMMENDED ACTION: Approve

ANALYSIS:

The Office of Emergency Management (OEM) is seeking ratification of the FY23 SERI joint grant application with the City of Irving; and authorization of the City Manager to accept funding of up to \$1,000,000. Of the \$10 million available for SERI projects statewide, the \$1 million our joint project was conditionally approved for will reduce capability gaps by providing additional network infrastructure. The awarded grant funds will be used to install radio technology equipment and expand regional communications coverage between the City of Irving and the City of Grand Prairie to newly populated areas. Ratification is necessary due to the City quickly applying for the competitive SERI grant; which held a short timeline for project development and submission prior to the State deadline.

FINANCIAL CONSIDERATION:

The City of Grand Prairie is committed to providing applicable matching funds. However, the NCTCOG does not require any matching funds for this SERI grant. As a result, there is no cash match requirement for this funding source. The exact allocation amount is not yet known as this project is also split with the City of Irving. Any additional funding required to complete the project within our City will be allocated by the IT department.

BODY**A RATIFICATION OF THE APPLICATION FOR THE FY23 HSGD STATEWIDE EMERGENCY RADIO INFRASTRUCTURE GRANT; AUTHORIZE THE CITY MANAGER TO ACCEPT GRANT FUNDING PROVIDED BY THE OOG THROUGH THE NCTCOG**

WHEREAS, the NCTCOG, directed by the Office of the Governor’s Homeland Security Grants Division allocated funds to improve State and regional interoperable emergency radio infrastructure, and

WHEREAS, the City of Grand Prairie in the State of Texas applied for funding for the Statewide Emergency Radio Infrastructure grant through the request for project applications, and

WHEREAS, the City of Grand Prairie’s expansion of radio tower equipment technology with grant funding will support City and regional radio infrastructure to provide efficient coverage to newly populated areas across Grand Prairie and Irving, and

WHEREAS, this grant award would allow the City to accept this grant and purchase needed equipment during the grant performance period from September 1, 2022 through August 31, 2024, and

WHEREAS, in the event of loss or misuse of grant funds, the city will return all funds to the OOG.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. The City Manager or designee is authorized to accept the application for the FY23 HSGD SERI grant award including the installation of the tower infrastructure in Grand Prairie using awarded funding by the HSGD through the North Central Texas Council of Governments.

SECTION 2. The City of Grand Prairie will comply with the requirements of the NCTCOG and the HSGD and use the grant funds for which they are intended under the project.

SECTION 3. Activities comply and support the Texas Homeland Security Priority Action to make strategic investments in statewide communications infrastructure to strengthen operability and interoperability for the geographical area in which the activities are performed.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE SIXTH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/06/2022

REQUESTER: Damara Winfrey

PRESENTER: Damara Winfrey, Emergency Management Specialist

TITLE: Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Statewide Emergency Radio Infrastructure (SERI) grant project of up to \$1,000,000 from the NCTCOG

RECOMMENDED ACTION: Approve

ANALYSIS:

The Office of Emergency Management (OEM) is seeking a resolution for an Interlocal Agreement with the North Central Texas Council of Governments for the Statewide Emergency Radio Infrastructure joint grant project; and authorization of the City Manager to accept the ILA to proceed with the grant project of up to \$1,000,000. The ILA will allow OEM and the IT department to proceed with the grant project and begin the agreement to install radio technology equipment between the City of Irving and the City of Grand Prairie.

FINANCIAL CONSIDERATION:

The City of Grand Prairie is committed to providing applicable matching funds. However, the NCTCOG does not require any matching funds for this SERI grant and the required ILA. As a result, there is no cash match requirement for this funding source. Any additional funding required to complete the project within our City will be allocated by the IT department.

BODY**A RESOLUTION FOR AN ILA WITH THE NCTCOG; AUTHORIZE THE CITY MANAGER TO ACCEPT AN ILA FOR THE STATEWIDE EMERGENCY RADIO INFRASTRUCTURE GRANT PROJECT BY THE FUNDING AGENCY, NCTCOG**

WHEREAS, the NCTCOG, directed by the Office of the Governor's Homeland Security Grants Division allocated funds to improve State and regional interoperable emergency radio infrastructure, and

WHEREAS, the City of Grand Prairie in the State of Texas applied for funding for the Statewide Emergency Radio Infrastructure grant through the request for project applications, and

WHEREAS, the City of Grand Prairie's expansion of radio tower equipment technology with grant funding will support City and regional radio infrastructure to provide efficient coverage to newly populated areas across Grand Prairie and Irving, and

WHEREAS, this grant award would allow the City to accept this grant and purchase needed equipment during the grant performance period from September 1, 2022 through August 31, 2024, and

WHEREAS, in the event of loss or misuse of grant funds, the city will return all funds to the OOG, and

WHEREAS, the City of Grand Prairie must enter into an ILA with the funding agency, the NCTCOG, to start the grant project and begin allocation of funds and installment of radio technology equipment.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. The City Manager or designee is authorized to accept the application for the FY23 HSGD SERI grant award including the installation of the tower infrastructure in Grand Prairie using awarded funding by the HSGD through the North Central Texas Council of Governments.

SECTION 2. The City of Grand Prairie will comply with the requirements of the NCTCOG and the HSGD and use the grant funds for which they are intended under the project.

SECTION 3. Activities comply and support the Texas Homeland Security Priority Action to make strategic investments in statewide communications infrastructure to strengthen operability and interoperability for the geographical area in which the activities are performed.

SECTION 4. The City of Grand Prairie will complete an ILA with the NCTCOG to begin the project agreement as required by the funding agency.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE SIXTH DAY OF SEPTEMBER 2022.