



## AGENDA

The meeting will be held at City Hall Council Chambers, 300 W. Main St, Grand Prairie, Texas. Some or all of the council members may participate remotely via video conference.

### CALL TO ORDER

### STAFF PRESENTATIONS

1. Monthly Insurance Fund Review

### 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"- City Manager's Contract
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations."

### CONSENT AGENDA

*The full agenda has been posted on the city's website, [www.gptx.org](http://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.*

2. Minutes of the February 2, 2021 Finance & Government Committee Meeting
3. Change Order #1 with Dana Safety in the amount of \$200,000 for the remainder of the current term, bringing the total cumulative value of the current term to \$500,000; and adding \$200,000 to next year's annual renewal option, totaling \$500,000 for that term; authorize City Manager to execute this renewal
4. Price Agreement for software support for ManageEngine ServiceDesk Plus and Remote access from SHI Government Solutions through a national inter-local agreement with BuyBoard at an estimated annual cost of \$50,539.13. This agreement will be for one year with the option to renew for two additional one-year periods totaling \$151,617.39 if all extensions are exercised. Authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
5. Price Agreement for temporary staffing from Internal Data Resources (IDR) (\$204,360.00 annually) through a Master Interlocal agreement with the Department of Information Resources

(DIR). The Agreement will be for one year with the option to renew for two one year periods totaling \$613,080.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with the aggregate price fluctuations of the lesser of up to \$50,000.00 or 25% of the original price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during renewal terms

6. Price Agreement for water pipe repair clamps from Ferguson Waterworks (up to \$125,000.00 annually). This agreement will be for one year with the option to renew for four (4) additional one-year periods totaling \$625,000.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms
7. Ordinance amending the FY 20/21 Capital Improvement Project Budget; Contract with Kimley-Horn and Associates in the amount of \$76,322 for the design of Closed-Circuit TV (CCTV) and Dynamic Message Signs (DMS) on IH 30 frontage roads from MacArthur Blvd to SH 161
8. Resolution amending resolution 5109-2020 in support of a Justice Assistance Grant (JAG) application to the United States Department of Justice (DOJ), Bureau of Justice Assistance for \$36,300 in total funding with an agreement for \$10,890 to be allocated to funding Dallas County projects and \$1,778.70 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of \$23,631.30 to the City of Grand Prairie
9. A Resolution ratifying support of a Justice Assistance Grant (JAG) application to the Office of the Governor, Public Safety Office, Criminal Justice Division for \$86,000 in total funding for the purpose of funding a Crisis Support Specialist position's annual salary and fringe benefits

#### **ITEMS FOR INDIVIDUAL CONSIDERATION**

10. Review of DRAFT Comprehensive Annual Financial Report and associated audit services for Fiscal Year ending September 30, 2020
11. 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
12. Ordinance amending the FY 2020/2021 Capital Improvements Projects Budget; contract with Trane in the amount of \$122,351.00 plus a 10% contingency of \$12,235.10 for the complete replacement of a HVAC 50 ton RTU and supplemental system for the fitness area at the Summit through an existing City Price Agreement; contract with Trane in the amount of \$93,477.00 plus a 10% contingency of \$9,347.70 for the complete replacement of a HVAC 50 ton RTU for the gym area at the Summit through an existing City Price Agreement; purchase of building management system controls from Enviromatic Systems in the amount of \$8,885.00 through an existing City Price Agreement
13. Ordinance amending the FY 2020/2021 Capital Improvements Projects Budget; Professional Consultant Contract with Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements in the amount of \$3,110,003

## **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 8018 or email Jennifer Stubbs (jstubbs@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 February 26, 2021.*



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*Jennifer Stubbs, Deputy City Secretary*



## CITY OF GRAND PRAIRIE COMMUNICATION

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**MEETING DATE:** 03/02/2021

**REQUESTER:** Lisa Norris

**PRESENTER:** Lisa Norris, Human Resources Director

**TITLE:** Monthly Insurance Fund Review

**RECOMMENDED ACTION:** None-Information Only

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### ANALYSIS:

The Insurance Fund is complete through January 2021.

On expenses, there a few notable items:

1. Active claims continue to run fairly high since November (columns 3-5, row 29) and for retirees (row 30) for the same period. As you recall, many elective (but medically needed) procedures, surgeries, diagnostics, etc. were mandated to be delayed from April and until August 2020. This means they were not getting rescheduled until September through year-end. Claims that hit in January were primarily from December procedures that just finally have run through the claims payment process. Additionally, the city was eating the cost for copays of both primary care and specialists, as well as deductibles and coinsurance for COVID related items. All of this should be returning to somewhat normal, although we will continue to see those postponed medical procedures being incurred and should expect to see claims a bit higher than in the past. Our fund is currently in good shape and can continue to absorb these costs presently. Nothing else is notable at this time.

### FINANCIAL CONSIDERATION:

None

**EMPLOYEE INSURANCE FUND (FUND 213010)**

	1	2	3	4	5	6	7	8	9	10
	2020-21 MOD BGT	OCT	NOV	DEC	JAN	2020/21 CUM	FY Monthly Avg	Running 12-Mo. Avg	2020/21 RUNNING PROJ	% PROJ/ MOD BGT
1 BEGINNING RESOURCES	6,114,040					6,114,040			6,114,040	
REVENUES:										
2 Employer Contr- Actives	12,892,764	1,074,397	1,074,397	1,074,397	1,074,397	4,297,586	1,074,397		12,892,764	100.0%
3 Employer Contr-Retirees	3,488,400	290,700	290,700	290,700	290,700	1,162,800	290,700		3,488,400	100.0%
4 Employee Contrib	3,219,520	270,568	268,869	269,134	276,705	1,085,275	271,319		3,238,343	100.6%
5 Pet Insurance Premiums	0	0	0	1,429	967	2,396	599		2,396	100.0%
6 Dental PPO Contrib	872,756	70,523	70,735	81,686	88,196	311,140	77,785		872,756	100.0%
7 Retiree Contributions	750,000	60,640	65,837	62,741	59,856	249,074	62,269		841,607	112.2%
8 Employee Life Contrib	404,995	35,563	35,163	35,200	36,744	142,670	35,668		459,139	113.4%
9 Vision Contrib	144,286	9,718	9,685	13,633	13,645	46,682	11,670		144,286	100.0%
10 DHMO Dental Contrib	45,994	4,852	4,705	5,140	5,094	19,791	4,948		45,994	100.0%
11 QCD Dental	1,132	112	100	152	156	520	130		1,132	100.0%
12 Retiree Drug Subsidy	0	0	0	0	0	0	0		0	
13 Rx Rebates	0	0	0	0	0	0	0		20,000	
14 Miscellaneous	0	0	0	4,027	2,371	6,398	1,599		6,398	
15 TOTAL REVENUES	21,819,847	1,817,072	1,820,191	1,838,238	1,848,831	7,324,332	2,441,444		22,013,215	100.9%
16 Reserve for Encumbrance										
17 Reserve for Contingency	5,000,000					5,000,000			5,000,000	
18 Reserves for Future Claims	2,182,469					2,182,469			2,182,469	
19 TOTAL RESOURCES	35,116,356	1,817,072	1,820,191	1,838,238	1,848,831	20,620,841			35,309,724	
EXPENDITURES:										
20 Personnel Costs	220,640	14,145	16,289	16,502	22,390	69,325	17,331		220,640	100.0%
21 Supplies	4,616	0	96	0	0	96	24		4,616	100.0%
22 Other Services & Charges	88,652	3,769	4,386	3,803	13,015	24,972	6,243		60,056	67.7%
23 Admin/Utilization Fees	516,041	8,184	11,105	24,485	21,850	65,625	16,406		516,041	100.0%
24 Wellness Program	95,000	3,076	2,351	2,257	2,084	9,769	2,442		95,000	100.0%
25 H S A Contributions	125,000	0	0	0	56,500	56,500	14,125		125,000	100.0%
26 Actuarial Study	5,500	0	0	0	0	0	0		5,500	100.0%
27 Life Premiums	525,968	44,511	44,213	44,169	44,824	177,717	44,429		531,423	101.0%
28 Dental PPO Admin Fees	872,756	72,580	70,649	72,998	76,822	293,048	73,262		873,684	100.1%
29 Employee Claims & Rx	15,286,398	835,899	1,324,514	1,394,021	1,303,682	4,858,116	1,214,529	1,147,966	14,574,348	95.3%
30 Retiree Claims & Rx	2,241,666	164,649	287,364	228,313	399,299	1,079,624	269,906	202,871	3,238,872	144.5%
31 DHMO Dental Premium	45,994	4,936	4,862	4,877	4,916	19,590	4,898		58,606	127.4%
32 QCD Dental Premium	1,132	120	120	224	0	464	116		1,424	125.8%
33 Vision Premiums	144,286	12,186	12,260	12,111	11,988	48,545	12,136		146,626	101.6%
34 Pet Insurance	0	599	686	1,611	0	2,896	724		15,784	
35 EAP Services	23,712	1,851	1,854	1,848	950	6,502	1,626		21,287	89.8%
36 Long Term Disability Prgm	117,087	9,929	9,877	9,902	9,766	39,473	9,868		118,687	101.4%
37 Transfer to General Fund	90,831	7,569	7,569	7,569	7,569	30,277	7,569		90,831	100.0%
38 TOTAL EXP/ENC	20,405,279	1,183,999	1,798,195	1,824,689	1,975,655	6,782,539	1,695,635		20,698,427	101.4%
39 Operating Imbalance (Rev-Exp)	1,414,568	633,073	21,996	13,549	(126,824)	541,793			1,314,788	
40 One-Time Supplemental										
41 TOTAL APPROPRIATIONS	20,405,279					6,782,538			20,698,427	
42 CUMULATIVE BALANCE		633,073	655,068	668,617	541,793					
43 Reserves for Contingency	6,000,000					6,000,000			6,000,000	
44 IBNR	2,215,206					2,215,206			2,215,206	
45 ENDING RESOURCES	6,495,871					5,623,097			6,396,091	



**CITY OF GRAND PRAIRIE  
FINANCE AND GOVERNMENT COMMITTEE  
COUNCIL BRIEFING ROOM  
TUESDAY, FEBRUARY 02, 2021 AT 2:30 PM**

## MINUTES

*The meeting will be held at City Hall Council Briefing Room 300 W. Main St, Grand Prairie, Texas.*

### CALL TO ORDER

Mr. Giessner called the meeting to order at 2:33 P.M. Members in attendance: Ms. Clemson, Mr. Del Bosque and Mr. Giessner.

### STAFF PRESENTATIONS

Internal Audit FY21 1st Quarter Report- Ms. Patrick presented the Internal Audit FY21 1<sup>st</sup> Quarter Report and answered questions of the committee members.

General Obligation Bond Election Presentation – Presented by Deputy City Manager Cheryl DeLeon- Mr. Hart provided a statement and reminder to the committee that the General Obligation Bond will be at the council meeting on February 2, 2020 in the City Council Chambers. He stated that staff is working on a report for the hotel financing and there will be significant cost savings. Ms. DeLeon presented on the General Obligation Bond Election and answered questions of the committee. Ms. DeLeon stated she does not anticipate a tax rate increase. Mr. Hart discussed various possibilities of how the funds could be used and answered questions of the committee.

FYE 2020 – Parks Enterprise Financial Reports- Mr. Yakesch presented the FY202 Parks Enterprise Financial Reports and answered questions of the committee.

Monthly Insurance Fund Review- Ms. Norris presented and answered questions of the committee.

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Minutes of the December 15, 2020 Finance & Government Committee Meeting

Minutes of the January 5, 2021 Finance & Government Committee Meeting

Purchase of one (1) rescue hazmat truck from Siddons-Martin of Denton, using the Buy Board price agreement at a total cost of \$1,199,742.11 after discounts from chassis prepayment discount, 100% prepayment discount, contract discount totaling \$44,911.00

Agreement with GPUC for Texas Emergency Rental Assistance Program Grant Funding in the Amount of \$363,210.74 for rental assistance to eligible applicants in Grand Prairie

Price Agreement for 150 12-gauge less lethal shotguns from Kiesler Police Supply, in the amount of \$60,162.00

Resolution authorizing the City Manager to apply for a STEP Commercial Vehicle Enforcement grant from the TxDOT, Texas Department of Transportation, to conduct commercial motor vehicle enforcement in the amount of \$58,717.19

Resolution for the City Manager to submit an application for FY 2021 Emergency Management Performance Grant (EMPG) and accept grant award from the Texas Department of Public Safety/Texas Division of Emergency Management, in an anticipated amount of \$50,000

Resolution authorizing the City Manager to accept a Selective Traffic Enforcement (STEP) grant from the Texas Department of Transportation (TxDOT) for the enforcement of safety belt, child safety seat, speed, intersection traffic control, distracted driving and DWI laws in the amount of \$309,849.57

Price Agreement for Audio, Visual, and Lighting (AVL) services from Mike Milligan (up to \$50,000.00 annually). This agreement will be for one year with the option to renew for nine (9) additional one year periods totaling \$500,000.00 if all extensions are exercised. Award a secondary to Tye Cunningham (up to \$50,000.00 annually) to be used only if the primary is unable to fulfill the needs of the department. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Ms. Clemson made a motion to approve the consent agenda. Mr. Del Bosque seconded the motion. All voted in favor. Motion carried.

## **ITEMS FOR INDIVIDUAL CONSIDERATION**

Change Order/Amendment No. 6 with Hill & Wilkinson General Contractors for City Hall Municipal Campus Phase Two construction work in the amount of \$95,129.45 for masonic stone installation, added paint work, millwork relocation, mailroom relocation, glazing treatment, electrical upgrades required by code, punch list work resolution, security room enhancements and project closeout scope of work required to finalize phase 2 work

Mr. Henning provided information on the Change Order/Amendment and answered questions of the committee. Mr. Del Bosque made a motion to approve item 14. Ms. Clemson seconded the motion. All voted in favor. Motion carried 3-0.

Ordinance Calling a Bond Election on May 1, 2021 in the amount of \$75,000,000 for the Purpose of Providing Funds for Economic Development

Mr. Del Bosque made a motion to approve item 15. Ms. Clemson seconded. All voted in favor. Motion carried.

Resolution to Adopt 2021 Financial Management Policies

Ms. Brooks provided information and answered questions of the committee. Ms. Clemson made a motion to approve the Resolution as presented. Mr. Del Bosque seconded the motion. All voted in favor. Motion carried.

## CITIZEN COMMENTS

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## 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" City Manager Contract*
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations."*

Mr. Giessner announced the committee was retiring to executive session. The time was 3:53 P.M. Mr. Giessner reconvened in open session at 4:24 P.M. The meeting was adjourned at 4:24 P.M.

## ADJOURNMENT

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### *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 January 29, 2021.*




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*Jennifer Stubbs, Deputy City Secretary*





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 03/02/2021

**REQUESTER:** Jennifer Stubbs

**PRESENTER:** Greg Giessner, Chairman

**TITLE:** Minutes of the February 2, 2021 Finance & Government Committee Meeting

**RECOMMENDED ACTION:** Approve

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## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 03/02/2021

**REQUESTER:** Ryan Simpson

**PRESENTER:** Daniel Scesney, Chief of Police  
Ryan Simpson, Support Services Division Manager

**TITLE:** Change Order #1 with Dana Safety in the amount of \$200,000 for the remainder of the current term, bringing the total cumulative value of the current term to \$500,000; and adding \$200,000 to next year's annual renewal option, totaling \$500,000 for that term; authorize City Manager to execute this renewal

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

On August 6, 2019 Council awarded an annual price agreement for description to Dana Safety for emergency vehicle equipment for an annual amount of \$300,000 utilizing their interlocal agreement with Tarrant County.

Due to the timing of the contract terms and the city's fiscal year, two years' worth of vehicle equipment is being purchased in a single contract term. As a result, the value of the current contract term will be exceeded, and this change order is submitted for City Council consideration.

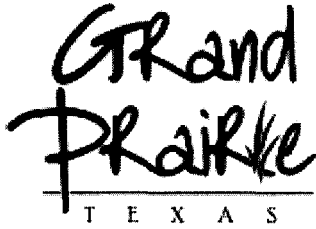
State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000.

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 Tarrant County whereby the City could make use of that entity's agreements. Tarrant County Contract # 2019-181 was effective July 28, 2019 and expires July 27, 2021 with one (1) renewal option remaining. Staff would like to execute a change order to the current agreement for the remainder of this contract term and the one remaining optional one-year renewal as executed by Tarrant County. The estimated annual expenditure will be up \$500,000, as budgeted.

### FINANCIAL CONSIDERATION:

Funds are available in FY 2021 Police Department General Fund and Equipment Acquisition Fund budgets and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.



CITY OF GRAND PRAIRIE  
COMMUNICATION

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**MEETING DATE:** 3/2/2021

**REQUESTER:** Keshnel Penny

**PRESENTER:** Keshnel Penny

**TITLE:** Price Agreement for software support for ManageEngine ServiceDesk Plus and Remote access from SHI Government Solutions through a national inter-local agreement with BuyBoard at an estimated annual cost of \$50,539.13. This agreement will be for one year with the option to renew for two additional one-year periods totaling \$151,617.39 if all extensions are exercised. Authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**RECOMMENDED ACTION:** Approve

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**ANALYSIS:**

ManageEngine ServiceDesk Plus software is used by the IT Department for IT service delivery, IT project management, IT vendor management, problem management, change management, configuration management, reporting, workflow management, and assets management. This software is a critical tool for the IT Department. ManageEngine ServiceDesk Plus will be expanded into other Internal Services Departments within the City to provide a common platform for innovation and workflow automation. This digital transformation will revolutionize customer experience across verticals while creating a seamless service delivery across business functions. ManageEngine Remote Access Plus allows for third-parties to securely connect to the City's network.

ManageEngine DesktopCentral works with ManageEngine ServiceDesk Plus to unified endpoint management into one software solution that helps in managing servers, laptops, desktops, and mobile devices from a central location. ManageEngine DesktopCentral is also used for Software deployment, OS imaging and deployment, and patch management.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including national interlocal.

The BuyBoard is able to save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

The BuyBoard contract #579-19 will expire December 30, 2021.

**FINANCIAL CONSIDERATION:**

Funding for this request will be from FY21-22 General Fund Operating Budget, Information Technology (151010-63165)

CITY OF GRAND PRAIRIE  
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: General Fund Operating Budget  
AGENCY: Information Technology  
ACCOUNTING UNIT: 151010-63165  
AVAILABLE: \$1,163,418.00  
STAFF CONTACT: Keshnel Penny  
VENDOR NUMBER: 3801  
VENDOR NAME: SHI GOVERNMENT SOLUTIONS  
CONTINGENCY:



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 3/2/2021

**REQUESTER:** Keshnel Penny

**PRESENTER:** Keshnel Penny, Chief Information Officer

**TITLE:** Price Agreement for temporary staffing from Internal Data Resources (IDR) (\$204,360.00 annually) through a Master Interlocal agreement with the Department of Information Resources (DIR). The Agreement will be for one year with the option to renew for two one year periods totaling \$613,080.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with the aggregate price fluctuations of the lesser of up to \$50,000.00 or 25% of the original price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during renewal terms

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

The Information Technology Department uses temporary staffing for a variety of reasons including contract for hire in vacant positions, temporary work spikes, special projects on an as needed basis.

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.

Chapter 791 of the Texas Government Code, also known as the Inter-Local Cooperation Contracts Act authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services. The City of Grand Prairie does not need to competitively bid items purchased through such agreements as they have already bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including HGAC.

DIR provides statewide leadership and oversight for management of government information and communications technology. DIR has served in a leadership role to facilitate the state's economic competitiveness through its ability to deliver quality information resources commodities and services at the lowest prices and best value for the state and local government as well as the K-12 and higher education systems.

The DIR contract number is DIR-CPO-4529. Contract expiration date 8/31/2024.

**FINANCIAL CONSIDERATION:**

Payments for these items will be made from various accounts, and salary savings from vacant position(s).





## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 03/02/2021

**REQUESTER:** Anda Upchurch

**PRESENTER:** Gabriel Johnson, Director of Public Works

**TITLE:** Price Agreement for water pipe repair clamps from Ferguson Waterworks (up to \$125,000.00 annually). This agreement will be for one year with the option to renew for four (4) additional one-year periods totaling \$625,000.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

This contract will be utilized by the Public Works Water Utilities division for the purchase of water pipe repair clamps and associated parts for the repair of damaged water lines.

Notice of bid #21034 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to fifteen (15) vendors including three (3) HUBs. There are no Grand Prairie vendors for these items. Four (4) bids were received as shown on attachment A.

The low bid received from Ferguson Waterworks meets specifications and is recommended for award.

### FINANCIAL CONSIDERATION:

Funds are available in FY 2020/2021 Water/Wastewater Operating Fund WDST (361211) for Water Main Maintenance (63095) and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.



**Bid Tabulation**  
Water Pipe Repair Clamps  
RFB # 21034

Recommended for Award

ITEM	Nom. Pipe Size in Inches	Minimum O.D. Size Range in Inches	Length/ Width in Inches	Est. Annual QTY	UOM	Ferguson Waterworks Tyler, TX		Fortiline Balch Springs, TX		Core & Main Dallas, TX		APSCO Supply Kaufman, TX	
						Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>Group 1 - IRON LUG SINGLE BAND CLAMP</b>													
1	2	2.35 - 2.63	12 - 12.5	25	EA	\$ 59.75	\$ 1,493.75	\$ 58.00	\$ 1,450.00	\$ 63.73	\$ 1,593.25	\$ 52.00	\$ 1,300.00
2	3	3.75 - 4.00	12 - 12.5	2	EA	\$ 69.51	\$ 139.02	\$ 69.00	\$ 138.00	\$ 74.14	\$ 148.28	\$ 57.00	\$ 114.00
3	4	4.74 - 5.14	12 - 12.5	12	EA	\$ 70.28	\$ 843.36	\$ 70.00	\$ 840.00	\$ 74.97	\$ 899.64	\$ 64.00	\$ 768.00
4	6	6.84 - 7.24	12 - 12.5	150	EA	\$ 75.67	\$ 11,350.50	\$ 85.00	\$ 12,750.00	\$ 80.71	\$ 12,106.50	\$ 71.00	\$ 10,650.00
5	6	7.45 - 7.80	12 - 12.5	50	EA	\$ 75.67	\$ 3,783.50	\$ 85.00	\$ 4,250.00	\$ 80.71	\$ 4,035.50	\$ 75.00	\$ 3,750.00
6	6	6.84 - 7.24	20	50	EA	\$ 125.76	\$ 6,288.00	\$ 135.00	\$ 6,750.00	\$ 134.14	\$ 6,707.00	\$ 121.00	\$ 6,050.00
7	6	7.45 - 7.80	20	25	EA	\$ 125.76	\$ 3,144.00	\$ 135.00	\$ 3,375.00	\$ 134.14	\$ 3,353.50	\$ 129.00	\$ 3,225.00
8	8	9.00 - 9.39	12 - 12.5	40	EA	\$ 83.65	\$ 3,346.00	\$ 90.00	\$ 3,600.00	\$ 89.22	\$ 3,568.80	\$ 86.00	\$ 3,440.00
9	8	9.70 - 9.70	12 - 12.5	20	EA	\$ 101.65	\$ 2,033.00	\$ 102.00	\$ 2,040.00	\$ 108.42	\$ 2,168.40	\$ 86.00	\$ 1,720.00
10	8	9.00 - 9.39	20	10	EA	\$ 136.19	\$ 1,361.90	\$ 135.00	\$ 1,350.00	\$ 145.27	\$ 1,452.70	\$ 140.00	\$ 1,400.00
11	8	9.70 - 9.70	20	20	EA	\$ 160.95	\$ 3,219.00	\$ 155.00	\$ 3,100.00	\$ 171.68	\$ 3,433.60	\$ 140.00	\$ 2,800.00
12	10	11.04 - 11.44	12 - 12.5	4	EA	\$ 107.24	\$ 428.96	\$ 106.00	\$ 424.00	\$ 114.39	\$ 457.56	\$ 101.00	\$ 404.00
13	12	13.15 - 13.50	12 - 12.5	10	EA	\$ 116.42	\$ 1,164.20	\$ 116.00	\$ 1,160.00	\$ 124.18	\$ 1,241.80	\$ 122.00	\$ 1,220.00
14	12	14.10 - 14.40	12 - 12.5	6	EA	\$ 122.64	\$ 735.84	\$ 125.00	\$ 750.00	\$ 130.81	\$ 784.86	\$ 122.00	\$ 732.00
15	12	13.15 - 13.50	20	6	EA	\$ 183.49	\$ 1,100.94	\$ 178.00	\$ 1,068.00	\$ 195.72	\$ 1,174.32	\$ 199.00	\$ 1,194.00
16	12	14.10 - 14.40	20	4	EA	\$ 197.94	\$ 791.76	\$ 191.00	\$ 764.00	\$ 211.13	\$ 844.52	\$ 199.00	\$ 796.00
<b>Sub-total - Group 1:</b>							<b>\$ 41,223.73</b>		<b>\$ 43,809.00</b>		<b>\$ 43,970.23</b>		<b>\$ 39,563.00</b>
<b>Group 2 - IRON LUG DOUBLE BAND CLAMP</b>													
17	6	6.84 - 7.64	12 - 12.5	50	EA	\$ 140.44	\$ 7,022.00	\$ 150.00	\$ 7,500.00	\$ 149.80	\$ 7,490.00	\$ 96.00	\$ 4,800.00
18	6	6.84 - 7.64	20	20	EA	\$ 225.29	\$ 4,505.80	\$ 225.00	\$ 4,500.00	\$ 240.31	\$ 4,806.20	\$ 169.00	\$ 3,380.00
19	8	8.99 - 9.79	12 - 12.5	15	EA	\$ 142.44	\$ 2,136.60	\$ 150.00	\$ 2,250.00	\$ 151.93	\$ 2,278.95	\$ 106.00	\$ 1,590.00
20	8	8.99 - 9.79	20	2	EA	\$ 237.35	\$ 474.70	\$ 230.00	\$ 460.00	\$ 253.17	\$ 506.34	\$ 188.00	\$ 376.00
21	10	11.10 - 11.55	12 - 12.5	2	EA	\$ 160.28	\$ 320.56	\$ 155.00	\$ 310.00	\$ 224.97	\$ 449.94	\$ 151.00	\$ 302.00
22	12	13.71 - 14.45	12 - 12.5	6	EA	\$ 179.16	\$ 1,074.96	\$ 241.00	\$ 1,446.00	\$ 191.10	\$ 1,146.60	\$ 166.00	\$ 996.00
23	12	13.71 - 14.45	20	2	EA	\$ 250.27	\$ 500.54	\$ 241.00	\$ 482.00	\$ 266.96	\$ 533.92	\$ 264.00	\$ 528.00
24	16	16.56 - 17.31	12 - 12.5	2	EA	\$ 235.80	\$ 471.60	\$ 235.00	\$ 470.00	\$ 251.52	\$ 503.04	\$ 304.00	\$ 608.00
25	16	16.56 - 17.31	20	2	EA	\$ 319.47	\$ 638.94	\$ 310.00	\$ 620.00	\$ 340.77	\$ 681.54	\$ 409.00	\$ 818.00
<b>Sub-total - Group 2:</b>							<b>\$ 17,145.70</b>		<b>\$ 18,038.00</b>		<b>\$ 18,396.53</b>		<b>\$ 13,398.00</b>
<b>Group 3 - IRON LUG DOUBLE BAND TAPPED with AWWA Threads CLAMP</b>													
26	4 + 3/4" CC TAP	4.77 - 5.54	12 - 12.5	2	EA	\$ 141.88	\$ 283.76	\$ 140.00	\$ 280.00	\$ 151.33	\$ 302.66	\$ 104.00	\$ 208.00
27	4 + 1" CC TAP	4.77 - 5.54	12 - 12.5	1	EA	\$ 141.88	\$ 141.88	\$ 140.00	\$ 140.00	\$ 151.33	\$ 151.33	\$ 104.00	\$ 104.00
28	6 + 3/4" CC TAP	6.84-7.64	12 - 12.5	15	EA	\$ 155.75	\$ 2,336.25	\$ 165.00	\$ 2,475.00	\$ 166.13	\$ 2,491.95	\$ 114.00	\$ 1,710.00
29	6 + 1" CC TAP	6.84-7.64	12 - 12.5	6	EA	\$ 155.75	\$ 934.50	\$ 165.00	\$ 990.00	\$ 166.13	\$ 996.78	\$ 114.00	\$ 684.00
30	8 + 3/4" CC TAP	8.99-9.79	12 - 12.5	6	EA	\$ 161.99	\$ 971.94	\$ 157.00	\$ 942.00	\$ 172.79	\$ 1,036.74	\$ 125.00	\$ 750.00
31	8 + 1" CC TAP	8.99-9.79	12 - 12.5	10	EA	\$ 161.99	\$ 1,619.90	\$ 157.00	\$ 1,570.00	\$ 172.79	\$ 1,727.90	\$ 125.00	\$ 1,250.00
<b>Sub-total - Group 3:</b>							<b>\$ 6,288.23</b>		<b>\$ 6,397.00</b>		<b>\$ 6,707.36</b>		<b>\$ 4,706.00</b>



**Bid Tabulation**  
Water Pipe Repair Clamps  
RFB # 21034

Recommended for Award

ITEM	Nom. Pipe Size in Inches	Minimum O.D. Size Range in Inches	Length/ Width in Inches	Est. Annual QTY	UOM	Ferguson Waterworks Tyler, TX		Fortiline Balch Springs, TX		Core & Main Dallas, TX		APSCO Supply Kaufman, TX	
						Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>Group 4 - STAINLESS STEEL SINGLE BAND DROP-IN BOLT DESIGN</b>													
32	6	6.84 - 7.24	12 - 15	25	EA	\$ 100.43	\$ 2,510.75	\$ 97.00	\$ 2,425.00	\$ 107.12	\$ 2,678.00	\$ 182.00	\$ 4,550.00
33	6	7.45 - 7.80	12 - 15	50	EA	\$ 100.43	\$ 5,021.50	\$ 97.00	\$ 4,850.00	\$ 107.12	\$ 5,356.00	\$ 196.00	\$ 9,800.00
34	6	6.84 - 7.24	20 - 22.5	10	EA	\$ 162.59	\$ 1,625.90	\$ 157.00	\$ 1,570.00	\$ 173.43	\$ 1,734.30	\$ 289.00	\$ 2,890.00
35	6	7.45 - 7.80	20 - 22.5	20	EA	\$ 162.59	\$ 3,251.80	\$ 157.00	\$ 3,140.00	\$ 173.43	\$ 3,468.60	\$ 315.00	\$ 6,300.00
36	8	9.00 - 9.39	12 - 15	20	EA	\$ 104.97	\$ 2,099.40	\$ 101.00	\$ 2,020.00	\$ 111.97	\$ 2,239.40	\$ 206.00	\$ 4,120.00
37	8	9.30 - 9.67	12 - 15	50	EA	\$ 104.97	\$ 5,248.50	\$ 101.00	\$ 5,050.00	\$ 111.97	\$ 5,598.50	\$ 208.00	\$ 10,400.00
38	8	9.00 - 9.39	20 - 22.5	10	EA	\$ 175.67	\$ 1,756.70	\$ 170.00	\$ 1,700.00	\$ 187.38	\$ 1,873.80	\$ 333.00	\$ 3,330.00
39	8	9.30 - 9.67	20 - 22.5	20	EA	\$ 175.67	\$ 3,513.40	\$ 170.00	\$ 3,400.00	\$ 187.38	\$ 3,747.60	\$ 340.00	\$ 6,800.00
40	12	14.10 - 14.40	12 - 15	2	EA	\$ 152.67	\$ 305.34	\$ 148.00	\$ 296.00	\$ 162.84	\$ 325.68	\$ 300.00	\$ 600.00
41	12	14.10 - 14.40	20 - 22.5	2	EA	\$ 228.79	\$ 457.58	\$ 220.00	\$ 440.00	\$ 244.04	\$ 488.08	\$ 450.00	\$ 900.00
<b>Sub-total - Group 4:</b>							<b>\$ 25,790.87</b>		<b>\$ 24,891.00</b>		<b>\$ 27,509.96</b>		<b>\$ 49,690.00</b>
<b>Group 5 - STAINLESS STEEL DOUBLE BAND DROP-IN BOLT DESIGN</b>													
42	4	4.77 - 5.54	12 - 15	2	EA	\$ 163.28	\$ 326.56	\$ 158.00	\$ 316.00	\$ 174.17	\$ 348.34	\$ 281.00	\$ 562.00
43	6	6.84 - 7.64	12 - 15	60	EA	\$ 178.02	\$ 10,681.20	\$ 172.00	\$ 10,320.00	\$ 189.89	\$ 11,393.40	\$ 297.00	\$ 17,820.00
44	6	6.84 - 7.64	20 - 22.5	10	EA	\$ 318.87	\$ 3,188.70	\$ 307.00	\$ 3,070.00	\$ 340.12	\$ 3,401.20	\$ 460.00	\$ 4,600.00
45	8	8.99 - 9.79	12 - 15	25	EA	\$ 173.75	\$ 4,343.75	\$ 168.00	\$ 4,200.00	\$ 185.33	\$ 4,633.25	\$ 340.00	\$ 8,500.00
46	8	8.99 - 9.79	20 - 22.5	6	EA	\$ 314.77	\$ 1,888.62	\$ 305.00	\$ 1,830.00	\$ 335.76	\$ 2,014.56	\$ 510.00	\$ 3,060.00
47	10	11.60 - 12.20	12 - 15	2	EA	\$ 262.61	\$ 525.22	\$ 254.00	\$ 508.00	\$ 280.11	\$ 560.22	\$ 390.00	\$ 780.00
48	12	13.71 - 14.30	12 - 15	10	EA	\$ 290.84	\$ 2,908.40	\$ 280.00	\$ 2,800.00	\$ 310.23	\$ 3,102.30	\$ 430.00	\$ 4,300.00
49	12	13.71 - 14.30	20 - 22.5	6	EA	\$ 321.64	\$ 1,929.84	\$ 310.00	\$ 1,860.00	\$ 343.08	\$ 2,058.48	\$ 630.00	\$ 3,780.00
<b>Sub-total - Group 5:</b>							<b>\$ 25,792.29</b>		<b>\$ 24,904.00</b>		<b>\$ 27,511.75</b>		<b>\$ 43,402.00</b>
<b>Group 6 - PERCENTAGE DISCOUNT FROM LIST PRICE FOR ITEMS NOT SPECIFICALLY PRICED</b>													
50	Percentage Discount for Items not Specified (Example for 5%: Type -5 for discount and +5 for markup)			10,000.00	%	-15%	\$ 8,500.00	-20%	\$ 8,000.00	-42%	\$ 5,800.00	-25%	\$ 7,500.00
<b>GRAND TOTAL:</b>							\$ 124,740.82	\$ 126,039.00	\$ 129,895.83	\$ 158,259.00			

MINIMUM ORDER CHARGE	NONE	NA	N/A	NONE
STANDARD DELIVERY TIME (DAYS)	STOCK TO 10 DAYS	1 - 14	2 WEEKS	3-5
ONLINE ORDERING?	YES	YES	YES	NO
USAGE REPORTS BY ITEM?	YES	YES (Beta Testing)	YES	YES

CITY OF GRAND PRAIRIE  
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Water/Wastewater Operating Fund

AGENCY: Public Works – Water Utilities

ACCOUNTING UNIT: 361211 Water Distributions WDST

AVAILABLE: 63095, Water Mains Maintenance, \$488,981  
Account Code, Description, and amount available

STAFF CONTACT: Douglas “Bud” Taylor

VENDOR NUMBER: 981

VENDOR NAME: Ferguson Waterworks

CONTINGENCY: N/A



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 03/02/2021

**REQUESTER:** Caryl DeVries, Traffic Engineer

**PRESENTER:** Walter Shumac, III, P.E., Director of Transportation Services

**TITLE:** Ordinance amending the FY 20/21 Capital Improvement Project Budget; Contract with Kimley-Horn and Associates in the amount of \$76,322 for the design of Closed-Circuit TV (CCTV) and Dynamic Message Signs (DMS) on IH 30 frontage roads from MacArthur Blvd to SH 161

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The City Council at their July 14, 2020 meeting approved an agreement with the Texas Department of Transportation (TxDOT) for the installation of three Closed-Circuit TV (CCTV) cameras and five Dynamic Message Signs (DMS) along IH30 frontage roads from MacArthur Boulevard to SH 161.

**DMS Locations:**

1. 161 SB frontage road at S of IH30
2. 161 NB frontage road at N of IH30
3. Tarrant at WB before 161 NB frontage road
4. IH30 WB frontage road exit to MacArthur
5. IH30 WB frontage road exit to Belt Line

**CCTV Locations:**

1. MacArthur at IH30 WB frontage road
2. Tarrant at NW 7<sup>th</sup>
3. Carrier at Tarrant

This is a Congestion Mitigation and Air Quality (CMAQ) Improvement Program On-System Project. The installation of DMS and CCTV will reduce congestion from incidents, provide information to motorists, and deliver video of traffic to Traffic Management Centers to enhance mobility along this corridor. The overall project cost not including engineering is \$519,837 of which \$330,400 is federally funded, \$176,837 is state funded, and \$12,600 is locally funded.

Because Kimley-Horn and Associates has performed the engineering design of the existing CCTV, DMS throughout the City including the transportation network, wireless and fiber optics allowing communication with these devices, staff recommends they be awarded the engineering services contract for this project. Kimley-Horn and Associates submitted a proposal to provide design and construction support services for this project in the amount of \$76,322.

**FINANCIAL CONSIDERATION:**

Funding for the design fee contract with Kimley-Horn and Associates in the amount of \$76,322 for the design of CCTV and DMS on IH 30 frontage roads from MacArthur Boulevard to SH 161 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Street Capital Projects Fund (4001920) to W.O. 02111403 (IH30 FR CCTV/DMS)

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$76,322 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO W.O. 02111403 (IH30 FR CCTV/DMS)**

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

**SECTION 1.** THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$76,322 from the unobligated fund balance in the Street Capital Projects Fund (400192) to W.O. 02111403 (IH30 FR CCTV/DMS)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, \_MARCH 2, 2021.**

TxDOT:		Federal Highway Administration:	
CSJ #	1068-04-176	CFDA No.	20.205
District #	18/DAL	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950		
Project Name	IH30 Installation DMS/CCTV	<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**Congestion Mitigation and Air Quality (CMAQ) Improvement Program Project**  
**On-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Grand Prairie**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115921** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>1068-04-176</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>18/DAL</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>16950</b>		
<b>Project Name</b>	<b>IH30 Installation DMS/CCTV</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **July 14, 2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). The Project location appears in Attachment B, Project Location (Attachment B), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	<b>N/A</b>	Utilities	Article 8
2.	<b>N/A</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>N/A</b>	Architectural and Engineering Services	Article 11
4.	<b>Local Government</b>	Construction Responsibilities	Article 12
5.	<b>N/A</b>	Right of Way and Real Property	Article 14

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of Installation of Dynamic Message Signs (DMS) and Closed Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161, as shown in Attachment B.

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
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<b>District #</b>	<b>18/DAL</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>16950</b>		
<b>Project Name</b>	<b>IH30 Installation DMS/CCTV</b>	<b>AFA Not Used For Research &amp; Development</b>	

and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those

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<b>District #</b>	<b>18/DAL</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>16950</b>		
<b>Project Name</b>	<b>IH30 Installation DMS/CCTV</b>	<b><i>AFA Not Used For Research &amp; Development</i></b>	

estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit

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or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the

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State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

#### 9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### 10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services

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contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

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**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of Grand Prairie ATTN: Director of Transportation Services PO Box 53405 Grand Prairie, TX 75053-4045	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be

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transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

## 20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

## 21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

## 22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

## 23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

## 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

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- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:



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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under

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Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
  - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Each party is signing this Agreement on the date stated under that party's signature.

DocuSigned by: **THE STATE OF TEXAS**  
*Kenneth Stewart*  
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 \_\_\_\_\_  
 Signature

Kenneth Stewart  
 \_\_\_\_\_  
 Typed or Printed Name

Director of Contract Services  
 \_\_\_\_\_  
 Typed or Printed Title

11/16/2020  
 \_\_\_\_\_  
 Date

**THE LOCAL GOVERNMENT**  
 DocuSigned by:  
*Walter Shumac, III, P.E. Director of Transportation Grand Prairie*  
43A704E9E51542D...  
 \_\_\_\_\_  
 Signature

Walter Shumac, III, P.E. Director of Transportation  
 \_\_\_\_\_  
 Typed or Printed Name

Director of Transportation  
 \_\_\_\_\_  
 Typed or Printed Title

11/3/2020  
 \_\_\_\_\_  
 Date

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>		<i>Item 7.</i>
<b>CSJ #</b>	1068-04-176	<b>CFDA No.</b>	20.205	
<b>District #</b>	18/DAL	<b>CFDA Title</b>	Highway Planning and Construction	
<b>Code Chart 64 #</b>	16950			
<b>Project Name</b>	IH30 Installation DMS/CCTV	<i>AFA Not Used For Research &amp; Development</i>		

**ATTACHMENT A**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

**RESOLUTION NO. 5098-2020****A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR THE INSTALLATION OF DYNAMIC MESSAGE SIGNS (DMS) AND CLOSED-CIRCUIT CCTV CAMERAS ALONG IH30 FROM MACARTHUR BOULEVARD TO SH161**

**WHEREAS**, federal law established federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 115921 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

**WHEREAS**, this resolution will authorize entering into this Agreement.

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

**Section 1.** The City Manager is authorized to execute a LPAFA with the TxDOT on behalf of the City of Grand Prairie.

**Section 2.** The project is installing Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along IH30 from MacArthur Boulevard to SH161.

**Section 3.** The City Manager is authorized to execute contract agreements on behalf of the City of Grand Prairie with the TxDOT for aid in the financing of construction projects.

**Section 4.** The City of Grand Prairie will serve as the public sponsor and lead project contact on this project. The City of Grand Prairie agrees to designate a single point of contact for the project.

**Section 5.** The City of Grand Prairie understands and acknowledges that all awarded funding is provided on a reimbursement basis.

**Section 6.** The project will enhance mobility along the IH30 corridor within Grand Prairie.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 14<sup>th</sup> DAY OF JULY 2020.**


**APPROVED:**

  
\_\_\_\_\_  
Ron Jensen, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Deputy City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>		<i>Item 7.</i>
<b>CSJ #</b>	1068-04-176	<b>CFDA No.</b>	20.205	
<b>District #</b>	18/DAL	<b>CFDA Title</b>	Highway Planning and Construction	
<b>Code Chart 64 #</b>	16950			
<b>Project Name</b>	IH30 Installation DMS/CCTV	<i>AFA Not Used For Research &amp; Development</i>		

## ATTACHMENT B PROJECT LOCATION

### DMS Locations

1. 161 SB frontage road at S of IH30
2. 161 NB frontage road at N of IH30
3. Tarrant at WB before 161 NB frontage road
4. IH30 WB frontage road exit to MacArthur
5. IH30 WB frontage road exit to Belt Line

### CCTV Locations

1. MacArthur at IH 30 WB frontage road
2. Tarrant at NW 7th
3. Carrier at Tarrant

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>1068-04-176</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>18/DAL</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>16950</b>		
<b>Project Name</b>	<b>IH30 Installation DMS/CCTV</b>	<b>AFA Not Used For Research &amp; Development</b>	

## ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the Federal funding reaches the maximum obligated amount. The Local government will then be responsible for 100% of the costs overruns.

The State has estimated the project cost to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction – (by Local)							
CMAQ	\$413,000	80%	\$330,400	20%	\$82,600	0%	\$0
Local	\$12,600		\$0		\$0	100%	\$12,600
<b>Subtotal</b>	<b>\$425,600</b>	<b>80%</b>	<b>\$330,400</b>	<b>20%</b>	<b>\$82,600</b>	<b>0%</b>	<b>\$12,600</b>
Direct State Costs – Environmental	\$9,375		\$0	100%	\$9,375		\$0
Direct State Costs – Engineering	\$9,375		\$0	100%	\$9,375		\$0
Direct State Costs – Right of Way	\$9,375		\$0	100%	\$9,375		\$0
Direct State Costs – Utility	\$9,375		\$0	100%	\$9,375		\$0
Direct State Costs – Construction	\$37,500		\$0	100%	\$37,500		\$0
<b>TOTAL Direct State Cost</b>	<b>\$75,000</b>	<b>0%</b>	<b>\$0</b>	<b>100%</b>	<b>\$75,000</b>	<b>0%</b>	<b>\$0</b>
<b>Indirect State Cost (4.52%)</b>	<b>\$19,237</b>	<b>0%</b>	<b>\$0</b>	<b>100%</b>	<b>\$19,237</b>	<b>0%</b>	<b>\$0</b>
<b>TOTAL PROJECT COST</b>	<b>\$519,837</b>		<b>\$330,400</b>		<b>\$176,837</b>		<b>\$12,600</b>

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated Total Participation by the Local Government: \$12,600

This is an estimate. The final amount of Local Government participation will be based on actual cost.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **PROJECT UNDERSTANDING**

The City desires to install Closed Circuit Television (CCTV) and arterial Dynamic Message Signs (DMS) along IH 30 between MacArthur Boulevard and SH 161.

The City has identified the following 3 CCTV locations:

- MacArthur at IH 30 WB FR
- Tarrant at NW 7<sup>th</sup>
- Carrier at Tarrant

The City has identified the following five arterial DMS locations:

- SH 161 SB FR north of IH 30
- SH 161 NB FR south of IH 30
- WB Tarrant east of SH 161 NB FR
- IH 30 WB FR exit to MacArthur
- IH 30 WB FR exit to Belt Line

The City operates and maintains a communications network consisting of a fiber optic cable and wireless Ethernet to support their ATMS. All CCTV and DMS locations, with the exception of the CCTV at Lower Tarrant Road at SH 161, are located at or near existing signalized intersections. Each of these signalized intersections communicate with the City's ATMS. Project CCTV and DMS units will be integrated into the existing communication network.

The communication design for this project will be based on IP over Ethernet system architecture. It is the intent of the City for the Contractor selected for the project to integrate the CCTV and DMS units into the Lonestar software for command and control. DMS selected for this project support IP over Ethernet and be standards based utilizing NTCIP protocols.

Design of the project ITS will conform to TxDOT Dallas District standards and specifications.

The Consultant will prepare a design package, along with the preparation of general notes, cost estimate, and specifications, for the project described above. City contracting bid documents and/or procurement documents will be supplied by City of Grand Prairie for Consultant inclusion in the project bid package. The Consultant will be responsible for compiling applicable federal procurement documentation to be included in the project bid package. In addition to preparation of PS&E, the City has requested the Consultant provide construction phase services.

#### **TASK 1.0 PROJECT MANAGEMENT**

##### **Subtask 1.1 Project Control and Management**

The Consultant will be responsible for the day-to-day activities of managing the project within the project schedule identified in Exhibit B. Specific activities include ongoing reassessments of contract and schedule adherence.

The Consultant will develop a project filing system, both for data in hard copy format and for electronic data. This filing system, which will be maintained in the Consultant’s offices for the life of the project, will be designed to assure that files can be easily located and retrieved at all times. This filing system will also assure that electronic files are frequently backed up, with duplicate copies stored at a secure, off-site location. Two (2) copies of the electronic data will be submitted to the City at project closure.

**Subtask 1.2 Status Reports and Invoicing**

Monthly status reports will be prepared and submitted to the City. The status reports will contain a concise report of project progress and contract fulfillment. The report will address technical progress, contract progress, and management-related topics. Monthly invoicing will be part of the status report package.

**Subtask 1.3 Quality Assurance and Control**

The Consultant will utilize Kimley-Horn’s Quality Control and Assurance Program. The program involves a quality review process consisting of checked, backchecked, corrected, and verified review stages. This review procedure is conducted at each submittal phase.

**TASK 2.0 MEETINGS**

**Subtask 2.1 Kick-off Meeting**

The Consultant will meet with the City to begin the exchange of data to be provided to the Consultant. Also during this meeting, reporting requirements, as they relate to invoicing and task status, will be reviewed and agreed upon. The Consultant will create a template for the invoice format and provide the template to the City for review. The kick-off meeting will have an approximate duration of one (1) hour, and will be held at the City of Grand Prairie’s Development Center or through virtual meeting.

**Subtask 2.2 Submittal Review Meetings**

The Consultant will facilitate three (3) project status/technical meetings occurring at the conclusion of the 30%, 60%, and 90% submittals. The date, time, and location for these meetings will be determined by the City. The Consultant will prepare agendas, materials, and meeting notes for each of these meetings. Each meeting will be scheduled to last two (2) hours.

**TASK 3.0 DATA COLLECTION**

This task includes the collection and organization of data by the Consultant for use in other tasks of this project. The specific type, quantity, and other requirements of the data to be collected, reduced, and organized by the Consultant are described in the following subtasks.

**Subtask 3.1 Compile Base Map Data**

The Consultant will compile 1”=40’ digital orthophoto base maps and as-builts supplied by the City within the project limits along SH 161 and IH-30, including signal plans for existing traffic signals. Base maps supplied by the City shall be in AutoCAD or Microstation format. The City will supply the following data:

- Culvert structures
- Drainage structures
- Illumination poles
- Utilities (underground & overhead)
- Driveway openings
- Curb, sidewalk and driveways
- Right-of-way or Utility Easements
- Existing traffic signal equipment

- Conduit system (i.e., conduit and ground boxes)

New aerial photography will be supplied by the City if available. The Consultant will utilize Google Earth or Nearmap aerial imagery if new aerial photography is not available or out of date.

### **Subtask 3.2 Existing System Field Verification**

Upon receipt of mapping from the City, the Consultant will perform a field review of the project corridor to verify the accuracy of the physical features shown on the base mapping. Significant deviations will be reported to the City. The City will locate City owned utilities at the request of the Consultant. The Consultant may contact the utility companies identified in the Call Before You Dig program and document existing underground utilities in the vicinity of the drill shaft site that are not City owned. The Consultant will identify the proximity of overhead electrical / communication lines with respect to CCTV pole height, DMS structure height, and wireless communications links. Our field review will include locating potential electrical service point-of-delivery. For budgetary purposes, this task will involve one (1) field visit.

### **Subtask 3.3 Line-of-Sight Survey**

During the field visit described under Subtask 3.2, and through use of Google Earth, the Consultant will conduct a line-of-sight survey for each CCTV location. The Consultant will document any potential obstructions and define coverage maps associated with each CCTV site. For CCTV sites that require dedicated wireless communication links, the Consultant will verify line-of-sight to multiple City elevated storage tanks and document any obstructions or topographical constraints that may cause radio interference. This information will be compiled and used to perform a path study using Cambium Networks LinkPlanner software.

The Consultant will meet with the City at the conclusion of the line-of-sight survey to discuss CCTV locations that require adjustments to new locations.

### **Subtask 3.4 Photographic Summary**

The Consultant will photograph each location where new hardware is anticipated. These photographs shall show conditions within the median, along the shoulder, and between the main lanes and frontage road. The photographs will be transferred to the City at the conclusion of the project. For budgetary purposes, the Consultant will not spend more than two (2) hours completing this task.

### **Subtask 3.5 Compilation of Design Information**

The Consultant will compile available specifications, standard detail drawings, and other design information from the City and other sources and will prepare a list of other needed data. The Consultant will also compile information related to the existing City Traffic Department fiber optic cable infrastructure in the project area.

## **TASK 4.0 SYSTEM COMPONENT CONCEPTUAL DESIGN**

### **Subtask 4.1 Concept Level Field Review and Layout of System Components**

This subtask involves the field review and conceptual layout of system components within the project limits. These components include CCTV, DMS, electrical service, existing signal pole structures, and communication equipment. Placement design guidelines will be discussed with the City prior to performing the field review or conceptual layout. The Consultant will conduct a field review to determine the schematic placement of the system components and utilize information gathered in Subtasks 3.2 and 3.3. A schematic exhibit depicting the potential placements of the system components will serve as the deliverable for this task and be provided to

the City for review and comment. This deliverable constitutes the 30% submittal for the PS&E task below. The Consultant will meet with the City in the field to discuss placement location comments. Elements to be addressed by the Consultant during this field review will be:

- Horizontal and vertical placement of DMS on proposed structures (where applicable);
- Location of CCTV pole structures;
- Location of CCTV mounted on existing illumination or signal pole standards;
- Proximity to AC power supply;
- Communications infrastructure placement (new installations only);
- Proximity to existing fiber or wireless communications; and
- Clear-zone criteria.

As part of the City's IM plan, CCTV were identified to be located at existing signalized intersections and is considering locating the CCTV on existing traffic signal pole standards or illumination standards, if mounting elevation provides adequate line-of-sight. Candidate locations will be identified during the line-of-sight survey. During this task, the Consultant will look for opportunities to locate and mount CCTV units on these existing structures. The Consultant will identify existing traffic signal poles or illumination poles that are candidates for CCTV mounting and document all existing equipment installed on the poles. The CCTV would be mounted on the vertical pole using a pole extension (height to be determined) to appropriate manufacturer mounting bracket. To estimate that the existing pole will support the additional loading from the installation of a CCTV, the Consultant will review the applicable TxDOT SMA, LMA, or RID structural requirements contained in the standards that were current at the time of installation. The Consultant will take into consideration the dead load of the CCTV. Results of the structural review will be submitted to the City in the form of a technical memorandum for review. The structural analysis will begin after the Consultant's initial field visit and be completed prior to the 30% submittal.

It is understood the DMS for this project will be mounted on standalone structures. The Consultant will identify an appropriate location, taking into consideration driver line-of-sight, MUTCD spacing (if applicable), and clear zone protection.

#### **Subtask 4.2 Communications Layout Between Field Devices**

The Consultant will review the existing City wireless Ethernet network. Based on the Consultant's previous experience in designing the wireless Ethernet network, the Consultant will update the wireless communications schematic addressing the interconnect of the CCTV and DMS devices located in Subtask 4.1. This information will be included on the schematic exhibit deliverable described in Subtask 4.1.

### **TASK 5.0 SYSTEM COMPONENT PS&E PREPARATION**

This task will provide for the preparation of plans, specifications, and estimates (PS&E) for the design of the ITS consisting of CCTV and DMS within the project limits. The PS&E package will be limited to the installations identified in the scope of work summary found at the beginning of this exhibit. The Consultant will prepare 1"=40' scale, 11" x 17" plans set developed in English units.

#### **Subtask 5.1 Preparation of Plans**

Layout sheets will be prepared in accordance with the latest applicable standards and procedures of the TxDOT Dallas District, including use of Computer Aided Drafting and Design (CADD)

systems. Plans will be prepared using Microstation. Final copies of sheets prepared in Microstation shall be furnished to the City in electronic PDF format.

New and existing ATMS hardware will be indicated on the plan layout sheets with a label or special symbol. The layout sheets shall indicate a north directional arrow and a bar scale, if applicable. Pertinent existing features and any items removed or relocated shall be indicated on the schematics.

In general, the sheets will be organized as follows:

- Title Sheet
- Detailed Index Sheet
- Location Map(s)
- General Notes and Specification Data Sheets
- Quantity Summary Sheets
- ITS System Layouts
- ITS Communication Layouts
- District Standard Details
- State Standard Details

Layouts prepared by the Consultant shall be submitted for review and comment by the City and TxDOT at the following stages of development:

1. 60% Submittal. Preliminary plans showing title sheet, general notes, special/standard detail drawings, as well as a design layout including street names, legend, scale, north arrow, equipment locations, preliminary traffic control plan and construction sequence plan, communications sizing and routing, and preliminary fiber termination details.

The Consultant will distribute three (3) sets of the plan package to the City for review. Two (2) sets will be sent to TxDOT by the City for review. The Consultant will meet with the City and conduct a field review of the plan layouts.

2. 90% plans review. 90% plans will incorporate appropriate review comments from 60% plans review. In addition, these plans will include a project summary sheet (quantity summary) and a construction time estimate. The Consultant will prepare plans showing title sheet, general notes, specification list, special specifications, special/standard detail drawings, as well as design layout including street names, legend, scale, north arrow, equipment locations, preliminary traffic control plan, communication design, power distributions, and right-of-way.

Communication schematics will be further developed to show wireless radio placement, splice enclosure locations (if applicable), and fiber termination points (if applicable).

Cabling-conduit design will be conducted as follows:

- determine cable routing and terminations
- determine electrical conductor size
- establish conduit sizing (where new construction is required) and location
- field check communications conduit routing and resolve utility conflicts, drainage issues, landscape, etc.

The Consultant will meet with the City and conduct a field review of the plan layouts. The total number of plan packages for this submittal shall be three (3), along with the PDF. Two (2) copies for TxDOT and one (1) for the City.

3. 100% Submittal. Final plans will incorporate appropriate review comments from all prior plan reviews. In addition, these plans will include an updated project summary sheet (quantity summary), applicable TxDOT Standards, and the Consultant's seal. The final PS&E submittal will include:
- One (1) set of 11" x 17" plan sheets in PDF format, electronically signed, sealed and dated by a Professional Consultant registered in the State of Texas;
  - Five (5) copies of complete 11" x 17" plans on paper;
  - Five (5) proposals (includes general notes, specification list, special specifications, special provisions, City contract documents, bid items, Engineer's seal, etc.);
  - One (1) hard copies and one (1) electronic copy of the Consultant's estimate of probable cost in Excel format;
  - One (1) construction schedules in Excel format.

The Consultant shall establish target dates on which the plans shall be submitted for review at the above stages of development. Plans shall be arranged per the TxDOT's published guidelines. The Consultant shall complete the revisions prior to the next submittal deadline and inform the City when the revisions on the checklist have been completed. One (1) meeting will be conducted for each of the submittals (see Subtask 2.2).

Major revisions requested after the final review stage will be negotiated with the City. Changes to quantities, item numbers, and notes shall be considered as minor changes, and may be required at any time prior to the bid letting.

#### **Subtask 5.1.1 Conduit System**

The Consultant will show conduit infrastructure to clearly indicate the existing and proposed conduit routing, existing and proposed ground box locations, and routing of electrical and communication cabling. The Consultant will indicate quantities of proposed conduit on a conduit and cable summary sheet. The Consultant will specify the lubricant, formulated for pulling cables or conductors, when cables or conductors are to be installed in conduit.

#### **Subtask 5.1.2 Communications**

The Consultant will specify wireless or fiber optic communications equipment necessary for transmitting data signals between the DMS sites identified above and tie into the City's existing network. The Consultant will design equipment installations which are in compliance with specifications approved by the City. The Consultant will indicate the intended use of all equipment options such as input/outputs on summary sheets.

The Consultant will indicate termination points for cables on the communications schematics. The Consultant will include quantities of fiber optic equipment and cable on the schematic layouts. The Consultant will create a labeling convention, in compliance with the City, to identify fiber optic cable runs, pigtails, splice enclosures, and patch panel terminations.

The Consultant will indicate interconnection of all of the field equipment between City facilities via wireless radio or single mode fiber optic cable. The Consultant will indicate connection of



associated cable to the required Ethernet network equipment and other interface equipment as shown on the plans.

The Consultant will identify in the plans Contractor and City responsibilities. The demark between network integrations responsibilities will rest with the Ethernet switch. Contractor will make all terminations as directed by the City to interface the fiber backbone to the switch. All programming and configuration of the switch will be conducted by the City.

#### **Subtask 5.1.3 Electrical Power Service and Distribution**

The Consultant will design electric power service circuits for all CCTV and DMS locations. Consultant will identify new electrical service meter locations and perform voltage drop calculations based equipment amperage and voltage requirements. The Consultant will coordinate with the City to involve public utility companies in proposing placement and connection of meters and other required service equipment. The Consultant will endeavor to design to the latest edition of the National Electrical Code (NEC).

The Consultant will indicate the termination of all service conductors for equipment and associated conduits on roadway plan layout sheets. A conduit and conductor summary table will be used to supplement the conductor indicated on the roadway plan layout sheet.

The Consultant will indicate service pole locations on the roadway layout sheets. Service pole data will be indicated on a tabular summary sheet.

#### **Subtask 5.1.4 CCTV Surveillance**

The Consultant will design for mounting CCTV cameras on structures dedicated to the CCTV cameras consistent with TxDOT Dallas District CCTV Pole and Cabinet Details. The Consultant will design the camera placements to view as much of the corridor elements above as possible and will notify the City if locations require 60' pole heights.

The Consultant will indicate the location of CCTV equipment and associated conduit on plan layout sheets. The Consultant will indicate itemized quantities of CCTV equipment in a quantity summary table.

Digital CCTV video signals will be transmitted to the City TMC via a fiber optic or wireless communication link. The Consultant will indicate connection of the video signal to the CCTV Central Equipment in the TMC (refer to CCTV System Block Diagram plan sheet).

#### **Subtask 5.1.5 Dynamic Message Signs**

The DMS will communicate using NTCIP protocols on an IP over Ethernet network. Communication and control of the DMS will be achieved through vendor supplied software. Integration of the DMS into the City's existing Lonestar will be the responsibility of the City.

The Consultant will indicate the location of DMS equipment and associated conduit on roadway plan layout sheets.

The Consultant will indicate connection of the DMS field controller to a fiber optic or wireless communication link on a communication schematic.

#### **Subtask 5.2 Preparation of Specifications**

This task involves creation of general notes, specifications, special specifications, and provisions that will be included in the construction contract bid documents. Specification documents will be

prepared in Microsoft Word and an electronic copy of all document files will be submitted to the City.

Whenever possible, the Consultant will use TxDOT standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in TxDOT format and, to the extent possible, incorporate references to approved TxDOT test procedures.

#### Document and Information Exchange

Data, Special Provisions, General Notes and Specifications provided to the City shall be furnished in Word and electronic PDF format.

The Consultant will review the specifications and general notes compiled under **Subtask 3.5**. The Consultant will prepare up to two (2) special specifications for the procurement and installation of system elements for which design requirements are to be established and are not already developed by the City.

Four (4) copies of the specifications prepared by the Consultant for each bid package will be submitted for review and comments by TxDOT and the City.

#### **Subtask 5.3 Preparation of Estimates**

The Consultant will prepare a Consultant's Opinion of Probable Construction Costs (OPCC) for bid items (both standard and special) identified for this project. The Consultant will use TxDOT bid items to the extent possible. The Consultant will review past projects let by TxDOT and/or the City utilizing similar bid items for this project and determine an average industry standard estimate for each specific bid item. The OPCC will be revisited and adjusted accordingly during each submittal review phase. These cost estimates will include a total for items contained in the bid documents and an individual unit cost estimate for each pay item. The final estimates submitted to the City will be prepared with Excel, and an electronic copy of all spreadsheets shall be provided on a recordable compact disc. The Consultant will determine the estimated cost of specialty items. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

### **TASK 6.0 CONSTRUCTION SUPPORT SERVICES**

The Consultant will provide professional construction phase services for the project for the purpose of providing assistance to the City during construction and inspection. The following subtasks outline these services.

#### **Subtask 6.1 Pre-Construction Conference**

Prior to the commencement of any of the field work associated with the construction package, the Consultant will prepare for and attend one (1) pre-construction conference. The Consultant will assist in answering design questions about the plans, specifications, and estimates.

#### **Subtask 6.2 Visits to Site and Observation of Construction**

The Consultant will provide on-site construction observation services during the construction phase of the project. Visits to the project will be as directed by the City in order to observe the progress of the work. Such visits and observations by the Consultant are not intended to be exhaustive, nor to extend to every aspect of the contractors' work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on the Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will determine if contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant shall keep the City informed of the general progress of the Work. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

For budgetary purposes, up to three (3) visits will be included in this subtask.

#### **Subtask 6.3 Recommendations with Respect to Defective Work**

The Consultant shall recommend to the City that contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Consultant believes that such work will not produce a completed project that conforms generally to Contract Documents, or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.

For budgetary purposes relative to recommendations with respect to defective work, it is assumed that the Consultant will not have to expend more than four (4) person-hours of effort.

#### **Subtask 6.4 Change Orders**

The Consultant will recommend Change Orders to the City, as appropriate. The Consultant will review and make recommendations related to Change Orders submitted or proposed by the local agency or its contractor.

For budgetary purposes relative to change orders, it is assumed that the Consultant will not have to expend more than twelve (12) person-hours of effort.

#### **Subtask 6.5 Shop Drawings Review**

The Consultant will review and approve or take other appropriate action with respect to Shop Drawings, Samples and other data which the City's contractor or materials supplier is required to submit. However, such review will be only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

For budgetary purposes relative to shop drawings review, it is assumed that the Consultant will not have to expend more than twelve (12) person-hours of effort.

**Subtask 6.6 Acceptance Testing**

The specifications will require that the contractor or the equipment supplier submit proposed procedures for an acceptance test. These equipment supplier procedures shall exercise all system elements in such manner that the successful provisions of all required functionality are adequately demonstrated. The Consultant will review and approved such proposed test procedures. The Consultant shall also observe such tests as they are conducted and provide a written recommendation to the City as to the success of such acceptance tests. Copies of such recommendations will be provided to the City.

For budgetary purposes relative to acceptance testing of the ITS system and the wireless communications subsystem, it is assumed that the Consultant will not have to expend more than sixteen (16) person-hours of effort.

**Subtask 6.7 Punch List and Final Acceptance**

After notice from the City that it considers the entire work ready for its intended use, the Consultant will accompany the City's inspection personnel on a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items, with the exception of those identified on a final punch list.

Once all punch list items have been addressed, the Consultant will accompany the City's inspection personnel on a final site visit to determine if the Contractor's work is complete and generally in accordance with the Contract Documents.

The Consultant will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Consultant will not have the authority or responsibility to stop the work of the City or any of its contractors.

For budgetary purposes relative to the punch list and final acceptance, it is assumed that the Consultant will not have to expend more than eight (8) person-hours of effort.

--- End of Exhibit "A" ---

## Exhibit “B” Schedule of Work

After the effective date of the notice to proceed, Kimley-Horn and Associates, Inc. (the “Consultant”) will schedule within one calendar week a concept or kick-off meeting as identified in Task 2 under the scope of services.

The work schedule for this project shall meet milestones listed below, on or before the dates shown. Should the notice-to-proceed occur after the date shown below, all task activities will be shifted by the same amount.

Notice-to-Proceed	March 15, 2021 (Assumed)
Kick-off Meeting	March 22, 2021
Field Review and Data Collection	April 16, 2021
CCTV/CMS Structural Review	May 7, 2021
Conceptual Designs (30% PS&E)	May 21, 2021
60% PS&E	June 18, 2021
90% PS&E	August 20, 2021
100% PS&E	September 17, 2021
Bid Document Preparation and Letting	October 2021 (Pending TxDOT Approval)
Construction Support Services	After Contractor Award

--- End of Exhibit “B” ---

**Exhibit "C"**  
**Compensation and Method of Payment**

The Consultant will provide the services as described in Task 1 through Task 5 under Exhibit "A" for the lump sum total of **\$65,986**. Additional services will be provided based either on our current hourly rates or a lump sum scope and budget can be negotiated at the time additional services are requested.

The Consultant will perform the services in Task 6 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 6 Construction Phase Services **\$ 10,336**

The Consultant will not exceed the total maximum labor fee shown without authorization from the City. Individual task man-hours shown in Exhibit C-3 are provided for budgeting purposes only.

Labor fee will be billed according to our current hourly rates, which is subject to annual adjustment. As to these tasks, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, and local mileage. Administrative time related to the project may be billed hourly.

The fees for providing our services as described will be billed monthly based on the percentage complete for lump sum elements or for services actually accomplished for hourly rate elements. All permitting, application, and similar project fees will be paid directly by the City.

--- End of Exhibit "C" ---

TASK #	TASK DESCRIPTION	RESPONSIBILITY	Project Manager	Senior Professional II	Senior Professional I	Professional	Analyst II	Senior Tech	Secretary	SUBTOTAL HOURS
Task 1.0	PROJECT ADMINISTRATION									
Subtask 1.1	Project Control and Management	KHA	4		6		42	40	12	104
Subtask 1.2	Status Reports and Invoicing	KHA	4		4		8		8	24
Subtask 1.3	Quality Assurance and Control	KHA	4		4		8			16
		Subtotal =	12	0	14	0	58	40	20	144
Task 2.0	MEETINGS									
Subtask 2.1	Kick-off Meeting	KHA	2				2		2	6
Subtask 2.2	Submittal Review Meetings	KHA	6				8		4	18
		Subtotal =	8	0	0	0	10	0	6	24
Task 3.0	DATA COLLECTION									
Subtask 3.1	Compile Base Map Data	KHA			2		4	8		14
Subtask 3.2	Existing System Field Verification	KHA					8			8
Subtask 3.3	Line-of-Sight Survey	KHA			4		12			16
Subtask 3.4	Photographic Summary	KHA					2			2
Subtask 3.5	Compilation of Design Information	KHA					4	4		4
		Subtotal =	0	0	6	0	30	12	0	48
Task 4.0	SYSTEM COMPONENT CONCEPTUAL DESIGN									
Subtask 4.1	Concept Level Field Review and Layout of System Components	KHA			4		8	12		24
Subtask 4.2	Communications Layout between Field Devices	KHA			2		6			8
		Subtotal =	0	0	6	0	14	12	0	32
Task 5.0	SYSTEM COMPONENT PS&E PREPARATION									
Subtask 5.1	Preparation of Plans									
	60% Plans Submittal	KHA			8		44	12	4	80
	90% Plans Submittal	KHA			6		26	4	4	52
	100% Plans Submittal	KHA			4		8	4	8	34
Subtask 5.2	Preparation of Specifications									
	60% Plans Submittal	KHA			2		8			10
	90% Plans Submittal	KHA			1		4			5
	100% Plans Submittal	KHA			1		4			5
Subtask 5.3	Preparation of Estimates									
	60% Plans Submittal	KHA			1		4			5
	90% Plans Submittal	KHA			1		2			3
	100% Plans Submittal	KHA			1		1			2
		Subtotal =	0	8	25	26	101	20	16	196
	Grand Total Hours =		20	8	51	26	213	84	42	444
	Subtotal Labor Costs =		\$ 4,644.00	\$ 2,556.88	\$ 11,842.20	\$ 3,720.34	\$ 25,174.47	\$ 13,649.16	\$ 4,118.94	
	Grand Total Labor Costs =		\$ 65,705.99							
	Subcontractor Costs =		\$ -							
	Expenses* =		\$ 280.00							
	<b>GRAND TOTAL COST =</b>		<b>\$ 65,986</b>							

<b>EXHIBIT C-2. DETAILED DIRECT COST ESTIMATE</b>				
<b>COST DESCRIPTION</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>QUANTITY</b>	<b>COST</b>
<b>REPRODUCTION</b>				
CADD Plotting	SF	\$ 1.50		\$ -
Digital Ortho Plotting	SF	\$ 2.50		\$ -
11"x17" Mylar	SHEET	\$ 1.00		\$ -
8.5"x11" B/W Paper Copies	SHEET	\$ 0.10		\$ -
11"x17" B/W Paper Copies	SHEET	\$ 0.20		\$ -
8.5"x11" Color Paper Copies	SHEET	\$ 2.00		\$ -
Fax Copies	SHEET	\$ 0.10		\$ -
Subtotal =				\$ -
<b>PRIVATELY OWNED VEHICLE</b>				
Mileage	MILE	\$ 0.560	500	\$ 280.00
Subtotal =				\$ 280.00
<b>COMMUNICATIONS</b>				
Express delivery (@ \$12.00/delivery)	LSUM	\$ 12.00	0	\$ -
Subtotal =				\$ -
<b>TOTAL DIRECT EXPENSES =</b>				<b>\$ 280.00</b>



**EXHIBIT C-3. FEE SCHEDULE IH 30 CCTV AND DMS PROJECT - CONSTRUCTION PHASE SERVICES (CPS)**

TASK #	TASK DESCRIPTION	RESPONSIBILITY	Senior Professional I	Analyst II	Senior Tech	Secretary
TASK 7.0	CONSTRUCTION PHASE SERVICES					
Subtask 7.1	Pre-Construction Conference	KHA	2	2		
Subtask 7.2	Visits to Site and Observations of Construction	KHA		12	6	
Subtask 7.3	Recommendations with Respect to Defective Work	KHA	4	4		
Subtask 7.4	Change Orders	KHA	2	10		
Subtask 7.5	Shop Drawing Review	KHA		12		6
Subtask 7.6	Acceptance Testing	KHA		16		
Subtask 7.7	Punch List and Final Acceptance	KHA	4	8		
		Subtotal =	4	64	6	6
	Grand Total Hours =		4	64	6	6
	Subtotal Labor Costs =		\$ 928.80	\$ 7,564.16	\$ 974.94	\$ 588.42
	Grand Total Labor Costs =	\$ 10,056.32				
	Expenses* =	\$ 280.00				
	<b>GRAND TOTAL COST =</b>	<b>\$ 10,336</b>				

<b>EXHIBIT C-4. DETAILED DIRECT COST ESTIMATE - CPS</b>				
<b>COST DESCRIPTION</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>QUANTITY</b>	<b>COST</b>
<b>REPRODUCTION</b>				
CADD Plotting	SF	\$ 1.50		\$ -
Digital Ortho Plotting	SF	\$ 2.50		\$ -
11"x17" Mylar	SHEET	\$ 1.00		\$ -
8.5"x11" B/W Paper Copies	SHEET	\$ 0.10		\$ -
11"x17" B/W Paper Copies	SHEET	\$ 0.20		\$ -
8.5"x11" Color Paper Copies	SHEET	\$ 2.00		\$ -
Fax Copies	SHEET	\$ 0.10		\$ -
Subtotal =				\$ -
<b>PRIVATELY OWNED VEHICLE</b>				
Mileage	MILE	\$ 0.560	500	\$ 280.00
Subtotal =				\$ 280.00
<b>COMMUNICATIONS</b>				
Express delivery (@ \$12.00/deliver	LSUM	\$ 12.00		\$ -
Subtotal =				\$ -
<b>TOTAL DIRECT EXPENSES =</b>				<b>\$ 280.00</b>

**Exhibit “D”**  
**Information and Services to be Provided by City**

City shall provide electronic copies of the existing wireless and fiber communications network and any communications schematics relevant to the project. The City shall provide field support services, including use of City bucket truck, and assist in data collection and identification of existing communications infrastructure. City shall locate City owned utilities as requested by the Consultant. Access to City facilities will be provided to the Consultant by City staff.

The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The City acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant’s scope of services.

--- End of Exhibit “D” ---

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

Fund/Activity Account: 400192 / 02111403  
 Project Title: IH30 CCTV/DMS  
 Current Request: \$76,322.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
61041 Prof Services	\$0	\$0	\$76,322	\$76,322	\$76,322
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$76,322</b>	<b>\$76,322</b>	<b>\$76,322</b>



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 03/02/2021

**REQUESTER:** Ryan Simpson

**PRESENTER:** Daniel Scesney, Chief of Police

**TITLE:** Ryan Simpson, Support Services Division Manager  
Resolution amending resolution 5109-2020 in support of a Justice Assistance Grant (JAG) application to the United States Department of Justice (DOJ), Bureau of Justice Assistance for \$36,300 in total funding with an agreement for \$10,890 to be allocated to funding Dallas County projects and \$1,778.70 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of \$23,631.30 to the City of Grand Prairie

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

City Council approved resolution 5109-2020 on September 15, 2020, in support of the Department of Justice (DOJ) Justice Assistance Grant (JAG) application. After the resolution was approved, mistakes in the body of the resolution were discovered. Therefore, it is necessary for City Council to consider approval of an amendment to the previous resolution, to correct the errors.

The City of Grand Prairie has received notification from the Department of Justice that the City of Dallas and the Grand Prairie Police Department will receive \$36,300.00 in Justice Assistance Grant funds for law enforcement purposes. An eligibility requirement that must be met prior to the distribution of the grant funds is a disparity test. The disparity test seeks to determine if the award of the grant will create an additional burden on the entity charged with prosecuting "Part I Crimes." Part I Crimes are major crimes which include; murder, rape, robbery, aggravated assault, burglary, theft and auto theft. Dallas County has indicated, in past awards, that a disparity would exist and requested that the Texas Attorney General declare the awards as disparate thus providing them with a share of the awarded grant funds. The Attorney General declared past awards as disparate resulting in the Justice Assistance Grant allocating this year's award to be disparate as well.

In addition, this year, as last year, the Bureau of Justice Assistance will allow only one city within a disparate county, namely Dallas County, to submit the Justice Assistance Grant application. The City of Dallas Fiscal Agent has agreed to submit the grant application and future progress reports for a "Fiscal Agent Grant Administration Fee" assessed to each of the area participating cities, which are eligible in this year's grant program. Of the \$36,300 total allocation to the City of Grand Prairie, Dallas County will

receive \$10,890 and the City of Dallas will receive \$1,778.70, leaving the City of Grand Prairie with a net total of \$23,631.30 to expend for law enforcement purposes.

Staff recommends this funding be used on allowable law enforcement expenses and purchases that best reflect the operational mission of the Department.

**FINANCIAL CONSIDERATION:**

There is no required cash or in-kind match from the City.

**BODY:**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING RESOLUTION 5109-2020, IN SUPPORT OF A JUSTICE ASSISTANCE GRANT (JAG) APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) FOR \$36,300 IN TOTAL FUNDING WITH AN AGREEMENT TO SHARE FUNDING WITH DALLAS COUNTY AND THE CITY OF DALLAS**

**WHEREAS**, the City is eligible to submit a grant application for the Justice Assistance Grant (JAG) program from the United States Department of Justice, Bureau of Justice Assistance;

WHEREAS, City Council approved Resolution 5109-2020 on September 15, 2020, in support of this application, but the funding amounts need to be corrected with an amendment to the Resolution;

**WHEREAS**, the City will share \$10,890.00 of its \$36,300 in JAG funds with Dallas County;

**WHEREAS**, the City will share \$1,778.70 of its \$25,410 remaining JAG funds with the City of Dallas for "Fiscal Agent Grant Administration Fee;"

**WHEREAS**, the City will agree to have the Bureau of Justice Assistance directly transfer \$10,890.00 to Dallas County and \$1,778.70 to the City of Dallas from the \$36,300 JAG funds allocated for the City of Grand Prairie.

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

**SECTION 1.** The City Council of the City of Grand Prairie, Texas, hereby supports an agreement to share \$10,890.00 of its \$36,300 JAG funds for 2020 with Dallas County;

**SECTION 2.** The City Council of the City of Grand Prairie, Texas, hereby supports an agreement to share \$1,778.70 of its \$36,300 JAG funds for 2020 with the City of Dallas;

**SECTION 3.** This resolution shall hereby amend Resolution 5109-2020 by replacing it in its entirety, and be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 2<sup>nd</sup> DAY OF MARCH, 2021.**



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 03/01/2021

**REQUESTER:** Fred Bates, Jr.

**PRESENTER:** Daniel Scesney, Chief of Police

**TITLE:** A Resolution ratifying support of a Justice Assistance Grant (JAG) application to the Office of the Governor, Public Safety Office, Criminal Justice Division for \$86,000 in total funding for the purpose of funding a Crisis Support Specialist position's annual salary and fringe benefits

**RECOMMENDED ACTION:** Approve

**ANALYSIS:** The City of Grand Prairie has received notification from the Office of the Governor, Public Safety Office, Criminal Justice Division that a Justice Assistance Grant was available for application. Staff determined the best qualified use of these funds if received would be to add a Crisis Support Specialist position.

Grand Prairie Officers have the primary responsibility of protecting and serving the citizens and visitors of Grand Prairie. Many of the officers' service calls involve persons who are suffering from a mental health crisis. Supporting evidence shows that these encounters can become dangerous because of the inherent fluidity and unknown factors of dealing with people in mental health crisis events. A mental health crisis can encompass a broad range of calls for service to include domestic disturbances, community disturbances, suspicious person, or if a person becomes suicidal/homicidal. Mentally ill persons will be seen and followed up on after initially being identified by police calls for service.

A Crisis Support Specialist is mental health professional who is trained to assist persons suffering from mental illness. This supporting staff person can partner with Grand Prairie officers to become co-responders in offering assistance in intervention and prevention of further crisis in each patient client.

The Public Safety, Health and Environmental Committee reviewed this item on March 1, 2021 and recommended that it be forwarded to the City Council for approval.

**FINANCIAL CONSIDERATION:**

There is no required cash or in-kind match from the City.

**BODY**

**A RESOLUTION RATIFYING THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF A JUSTICE ASSISTANCE GRANT (JAG) APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION FOR \$86,000 IN TOTAL FUNDING FOR THE PURPOSE OF FUNDING A CRISIS SUPPORT SPECIALIST POSITION'S ANNUAL SALARY AND FRINGE BENEFITS**

**WHEREAS**, the City is eligible to submit a grant application for the Justice Assistance Grant (JAG) program from the Office of the Governor, Public Safety Office, Criminal Just Division for \$86,000;

**WHEREAS**, there are no cash or in-kind matching funds for the City;

**WHEREAS**, in the event of loss or misuse of Justice Assistance Grant (JAG) funds, the City of Grand Prairie assures that the funds will be returned to the Office of the Governor Public Safety Office, Criminal Justice Division in full;

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

**SECTION 1.** The City Council of the City of Grand Prairie, Texas, hereby ratifies its support of a grant application for the Justice Assistance Grant (JAG) program from the Office of the Governor, Public Safety Office, Criminal Justice Division for \$86,000;

**SECTION 2.** This resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 2ND DAY OF MARCH, 2021.**





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 03/02/2021

**REQUESTER:** Becky L. Brooks

**PRESENTER:** Becky L. Brooks, CFO; Susan Sanders, Controller; Jennifer Ripka, Partner, Weaver

**TITLE:** Review of DRAFT Comprehensive Annual Financial Report and associated audit services for Fiscal Year ending September 30, 2020

**RECOMMENDED ACTION:** Approval to advance to City Council

**ANALYSIS:**

State law requires the City to prepare an annual financial report that represents the financial position of the City at the end of each fiscal year's operations. In addition, this report must be audited by an independent auditor. Weaver, LLP has audited the City's financial statements and is presenting a draft report on March 2, 2021 to include fund level statements and an overview of the audit process and findings. Upon approval, auditors will finalize the process and submit a final report which will be on City Council consent agenda March 16, 2021.

**FINANCIAL CONSIDERATION:**

NONE



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 03/02/2021

**REQUESTER:** George Fanous

**PRESENTER:** Gabe Johnson, Director of Public Works and Romin Khavari, City Engineer

**TITLE:** 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

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

This project provides for the construction of a 14 MGD Pump Station, installation of horizontal split case pumps, piping, valves, vaults, meters, electrical gear, controls, instrumentation, Backup generator, earthwork and other miscellaneous site work. This proposal also provided for multiple manufacturers of Pumps, generators and variable frequency drives (VFD) to be evaluated and selected by the City and consultant staff.

The City of Grand Prairie advertised and received three (3) proposals for this project on Tuesday February 2, 2021. This project was advertised as a competitive sealed proposal method which allows the selection of a contractor who provides the best value for the City based on pre-established ranking criteria specified in the proposal documents including contract price, Proposer Key personnel, sub-contractors and Relevant experience and past performance on City of Grand Prairie projects.

A review and evaluation committee consisting of City Engineering and public Works Staff and project engineering consultant staff with Freese and Nichols Inc. evaluated and ranked each proposal. The following list shows the relative ranking and proposal price for the three proposals received:

	<b>Felix Construction</b>	<b>LeMoine Company</b>	<b>Austin Bridge &amp; Road, LP</b>
<b>Base Proposal Price</b>	\$7,824,874.00	\$8,098,272.00	\$8,901,441.00
<b>Evaluated Proposal Price after Equipment Selections*</b>	\$7,864,279.00	\$8,112,137.00	\$9,023,685.00
<b>Total Evaluated Proposal Score</b>	93.8	84.82	76.95

\*Chosen Generators and Pumps were not the least expensive option therefore the evaluated price was adjusted as noted in row two of the above table.

<b>Equipment</b>	<b>Manufacturer</b>
Horizontal Split Case Pumps 1-3	Patterson
Variable Frequency Drives for Pumps 1-3	Eaton
Emergency Back Up Generator	Caterpillar

Review of the Proposals received indicates that the offer of Felix provides the best value to the Owner, consistent with the ranking and scoring criteria provided in the proposal documents. A review of Felix's Statement of Qualifications and a check of the references provided indicates that Felix Construction Co. meets the qualification requirements specified in the Contract Documents and that their previous experience on similar projects has been acceptable.

City and Freese and Nichols consultant staff recommend this contract be awarded to Felix Construction. The recommended amount of award is \$8,312,569 This recommendation is based on utilizing the equipment selections as noted in the table above as a part of the proposal evaluation and a construction period of 430 calendar days.

Construction of this project is anticipated to start in April 2021 with completion in June 2022

#### **FINANCIAL CONSIDERATION:**

Funding in the total amount of \$8,312,569 is available in Water Capital Projects Fund (500592) W.O.#01910603 (2N-2.0 MG Robinson Road EST and 12 MGD Pump Station)



## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 01910603  
 Project Title: 2N-2.0 MG Robinson Rd EST &12 MGD Pu  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	\$10,000,000	\$10,000,000	\$0	\$10,000,000	\$10,000,000
68560 Eng/Con/Geo	\$2,223,528	\$500,000	\$0	\$500,000	\$2,223,528
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$12,223,528</b>	<b>\$10,500,000</b>	<b>\$0</b>	<b>\$10,500,000</b>	<b>\$12,223,528</b>



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 03/02/2021

**REQUESTER:** Gary Yakesch , Assistant Director Parks, Arts & Recreation

**PRESENTER:** Duane Strawn, Director Parks, Arts & Recreation

**TITLE:** Ordinance amending the FY 2020/2021 Capital Improvements Projects Budget; contract with Trane in the amount of \$122,351.00 plus a 10% contingency of \$12,235.10 for the complete replacement of a HVAC 50 ton RTU and supplemental system for the fitness area at the Summit through an existing City Price Agreement; contract with Trane in the amount of \$93,477.00 plus a 10% contingency of \$9,347.70 for the complete replacement of a HVAC 50 ton RTU for the gym area at the Summit through an existing City Price Agreement; purchase of building management system controls from Enviromatic Systems in the amount of \$8,885.00 through an existing City Price Agreement

**ACTION:** Approve

**ANALYSIS:**

Roof Top Units (RTU) that service both the fitness area and gym are original to the building and have reached the end of their useful life. Increasing repair costs and reliability concerns prompted the need for the immediate replacement of these RTU's. Once installed, the RTU's will need to be connected to our control system by a Enviromatic Systems and this conversion will coincide with the installation.

The fitness area RTU and supplemental system will have a replacement cost of \$122,351.00 plus a 10% contingency of \$12,235.10 for a total not to exceed cost of \$134,586.10; the gym area RTU system will have a replacement cost of \$93,477.00 plus a 10% contingency of \$9,347.70 for a total not to exceed cost of \$102,824.70. Trane has submitted proposals for both RTU's through an existing City Price Agreement utilizing their OMNIA Partners contract #15-JLP-023. Due to the significant size of the RTU's and the complexities of each, a 10% contingency was established for each unit to ensure unforeseen expenditures could be addressed should they arise; the standard contingency amount is 5%.

Enviromatic Systems submitted a proposal for the building management system controls in the amount of \$8,885.00. The building management systems will be installed using an existing City price agreement with Enviromatic Systems.

The total project cost of \$246,296 (rounded) to replace RTU’s for both the fitness and gym areas at the Summit will include:

Gym RTU Including Contingency =	\$134,586.10
Fitness RTU Including Contingency =	\$102,824.70
Enviromatic System Controls =	<u>\$ 8,885.00</u>
	\$246,295.80

Replacement is expected to occur late spring as the lead time is six (6) weeks from a release of a purchase order and we anticipate a downtime for each unit of up to three (3) days per unit. We anticipate replacement during the Spring, which will allow for comfortable temperatures during the planned downtime.

Ample notice of a disruption of controlled temperatures will be given to our members once we have a timeline for install. Once the RTU’s for the gym and fitness area are complete, only two remaining RTU’s (Wings Theater and the Kitchen/Dining Room) will require replacement in the next 3-5 years based on our most recent facility audit from Henderson Engineers completed in early 2020. We are working with our Facilities Department to coordinate these replacements with any other potential improvements so that impacts are minimal to our members.

Trane’s city price agreement expires September 30, 2021; Enviromatic’s city price agreement expires 11/30/2021.

This item was presented to the Finance and Government Committee on March 2, 2021 for review and approval.

**FINANCIAL CONSIDERATION:**

Funding for the total project cost of \$246,296 is available from \$160,125 appropriated in the Parks Capital Projects Fund (317193) WO# 02103003 (Summit AC Replacement) and by transferring and appropriating \$86,171 from the unobligated fund balance in the Parks Capital Projects Fund (317193) to WO# 02103003 (Summit AC Replacement).

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$86,171 FROM THE UNOBLIGATED FUND BALANCE IN THE PARKS CAPITAL PROJECTS FUND (317193) TO WO# 02103003 (SUMMIT AC REPLACEMENT).**

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

**SECTION 1. That the FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$86,171 from the unobligated fund balance in the Parks Capital Projects Fund (317193) to WO# 02103003 (Summit AC Replacement).**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, MARCH 2, 2021.**

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 02103003  
 Project Title: Summit HVAC Replacement  
 Current Request: \$86,171.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Electrical Equip Maint (63055)	\$9,479	\$0	\$0	\$0	\$9,479
Heat/Air Cond (63110)	\$8,000	\$1,884		\$1,884	\$8,000
HVAC (68014)	\$312,000	\$160,125	\$86,171	\$246,296	\$398,171
Misc Improvement (68020)	\$105,882	\$3,062			\$105,882
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$435,361</b>	<b>\$165,071</b>	<b>\$86,171</b>	<b>\$248,180</b>	<b>\$521,532</b>





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 03/02/2021

**REQUESTER:** Walter Shumac

**PRESENTER:** Walter Shumac, Director of Transportation, Gabe Johnson, Director of Public Works and Rashad Jackson, Director of Planning and Development

**TITLE:** Ordinance amending the FY 2020/2021 Capital Improvements Projects Budget; Professional Consultant Contract with Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements in the amount of \$3,110,003

**RECOMMENDED ACTION:** Approve or Deny

**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.

**FINANCIAL CONSIDERATION:**

Funding for this professional services contract in the total amount of \$3,110,003 is available as follows:

1. \$2,910,003 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO#02111501 (Main Street Roadway Improvements STRT)
2. \$200,000 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Water Capital Projects Fund (500592) to WO#02111601 (Main Street Roadway Improvements WTER)

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECT BUDGET BY TRANSFERRING AND APPROPRIATING 1. \$2,910,003 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO WO#02111501 (MAIN STREET ROADWAY IMPROVEMENTS STRT) AND 2. \$200,000 FROM THE UNOBLIGATED FUND BALANCE IN THE WATER CAPITAL PROJECTS FUND (500592) TO WO#02111601 (MAIN STREET ROADWAY IMPROVEMENTS WTER)**

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

**SECTION 1.** THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$2,910,003 from the unobligated fund balance in the Street Capital Project Fund (400192) to WO#02111501 (Main Street Roadway Improvements STRT)

**SECTION 2.** THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$200,000 from the unobligated fund balance in the Water Capital Project Fund (500592) to WO#02111601 (Main Street Roadway Improvements WTER)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, MARCH 2ND, 2021.**

(ENGINEERING) PROFESSIONAL SERVICE CONTRACT  
CITY OF GRAND PRAIRIE

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

**THIS CONTRACT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY") and **HENDERSON BUILDING SOLUTIONS, LLC (HBS)** (hereinafter referred to as "VENDOR") and evidences the following:

**I. PURPOSE**

PROFESSIONAL shall provide Engineering Services for Project the Summit Building Assessment-Soffit Investigation W.O.#621.26 HBS Project No. 2030001479.

**II. DESCRIPTION OF SERVICES**

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

- A. PROFESSIONAL hereby covenants and agrees that PROFESSIONAL is to work closely with the CITY’s Senior Building and Construction Projects Manager or their designee, and/or other appropriate officials of the CITY, and that PROFESSIONAL is to perform any and all tasks required of PROFESSIONAL to fulfill the purposes of this Contract.
- B. PROFESSIONAL and the CITY covenant and agree that PROFESSIONAL shall perform all of the services and work contained in PROFESSIONAL'S proposal to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.
- C. PROFESSIONAL expressly covenants and agrees to provide the CITY with such written reports as may be required by the scope of the proposal.

**III. PERFORMANCE OF WORK**

PROFESSIONAL or PROFESSIONAL'S associates and employees shall perform all the work called for in this Contract. PROFESSIONAL hereby covenants and agrees that all of PROFESSIONAL'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract.

**IV. PAYMENT**

The CITY shall pay to PROFESSIONAL a sum not to exceed Twelve Thousand Nine Hundred Seventy-Five Dollars (\$12,975.00) dollars for the services including expenses. PROFESSIONAL shall bill CITY on a monthly basis for services rendered, based upon percentage of work completed.

City shall make prompt monthly payments in the amount shown by the PROFESSIONAL'S approved monthly statements and other documentation submitted. No interest shall ever be due on late payments. Within 30 days after the final completion and acceptance by the CITY of all work under this Contract, and demonstration of payment of all suppliers and sub-contractors final payment shall be due.

#### **V. TERM OF THE CONTRACT**

This Contract shall commence and be in full force and effect upon the signing of the Contract and observance of the appropriate formalities. This Contract shall terminate by 5/31/2021, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract, or, unless otherwise terminated as provided in Paragraph XVI herein. Throughout the project the PROFESSIONAL must establish and maintain procedures for tracking and reporting progress. On Projects lasting over two months and exceeding \$15,000, the PROFESSIONAL shall submit to the City written progress reports on a monthly basis. The reports shall include a brief summary of progress relative to each phase of work of the project. Reports shall include minutes of review meetings, documentation of any changes, and shall address issues and challenges encountered as well as anticipated project milestones according to the schedule, and anticipated solutions to keep the project on schedule.

#### **VI. CONTRACT PERSONAL**

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

#### **VII. CONFLICT OF INTEREST**

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

#### **VIII. CHANGE IN WORK**

The CITY, through its Senior Building and Construction Projects Manager, may request changes in the scope and focus of the activities and studies called for under this Contract. Any such change which, in the opinion of PROFESSIONAL or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to PROFESSIONAL must be mutually agreed upon by PROFESSIONAL and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to

PROFESSIONAL of the fee stated in Paragraph IV hereof must first be approved by the CITY's City Manager or City Council, where applicable.

#### **IX. CONFIDENTIAL WORK**

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

#### **X. OWNERSHIP OF DOCUMENTS**

PROFESSIONAL acknowledges that CITY owns all notes, reports, or other documents intellectual property or documentation produced by the PROFESSIONAL pursuant to this agreement or in connection with its work. PROFESSIONAL acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information. However, PROFESSIONAL acknowledges that the finished product, the report and/or documents and plans prepared for the CITY, as well as city documents reviewed in the preparation of the report, are the property of the CITY. PROFESSIONAL shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request. CITY agrees to keep all such information in the strictest of confidence and not to disclose such material to any third party or allow any third party access to such material except as such disclosure is expressly required to applicable law.

The CITY shall confer with PROFESSIONAL before issuing interpretations or clarifications of reports or documents prepared by PROFESSIONAL. PROFESSIONAL is not responsible for interpretations of its documents by others.

The CITY agrees that PROFESSIONAL is not responsible for design completed by others, nor is PROFESSIONAL responsible for reviewing any component outside of its specific scope of services set forth herein.

#### **XI. NONDISCRIMINATION**

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract. VENDOR verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001, and will not boycott Israel during the term of this contract.

#### **XII. INDEPENDENT CONTRACTOR**

By the execution of this Contract, the CITY and PROFESSIONAL do not change the independent contractor status of PROFESSIONAL. No term or provision of this Contract or any act of

PROFESSIONAL in the performance of this Contract may be construed as making PROFESSIONAL the agent or representative of the CITY.

### **XIII. INSURANCE**

PROFESSIONAL shall prior to the commencement of work under this Contract, obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy which shall include bodily, death, automobile liability, worker's compensation, and property damage coverage. The minimum limit for this coverage shall be \$1,000,000 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. The PROFESSIONAL shall also obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/X by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than \$1,000,000. The CITY shall be named as and additional insured under such general liability & automobile policies, and at least thirty (30) days prior notice of non-renewal, or of cancellation of such policy. PROFESSIONAL shall provide a waiver of subrogation in favor of the City on all coverages except professional liability, evidenced by return receipt of United States Certified Mail. PROFESSIONAL shall furnish the CITY with original copies of said policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

### **XIV. HOLD HARMLESS**

**PROFESSIONAL shall indemnify, and hold the City harmless against any liability for damages to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by PROFESSIONAL or the Professional's agent, consultant under contract, or another entity over which the PROFESSIONAL exercises control, to the full extent authorized under Section 271.904(a) of the Texas Local Government Code. PROFESSIONAL is not required to indemnify CITY against CITY'S own negligent acts or omissions. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that PROFESSIONAL has no duty to defend the CITY from and against any claims, causes of action, or proceeding of any kind.**

### **XV. NO VERBAL AGREEMENT**

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

### **XVI. TERMINATION**

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least ten (10) days prior written notice thereof to PROFESSIONAL with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably

compensate PROFESSIONAL, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. PROFESSIONAL shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

#### **XVII. VENUE**

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

#### **XVIII. APPLICABLE LAWS**

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

#### **XIX. CONTRACT INTERPRETATION**

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

#### **XX. NOTICES**

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

**CITY:**

City of Grand Prairie

ATTN: Andy Henning, Senior Building and Construction Projects Manager

300 W. Main Street, Grand Prairie, TX 75050

Phone 972-237-8274 | Email [ahenning@gptx.org](mailto:ahenning@gptx.org)

**VENDOR:**

Henderson Building Solutions, LLC (HBS)

ATTN: David DeBiasse, General Manager

8345 Lenexa Drive, Suite 210, Lenexa, KS, 66214

Phone 913-894-9720 | Email: [daviddebiasse@hendersonbuilding.com](mailto:daviddebiasse@hendersonbuilding.com)

#### **XXI. SEVERABILITY**

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

**XXII. RIGHT OF REVIEW**

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

**XXIII. SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors, and, except as otherwise provided herein, their assigns.

**XXIV. CAPTIONS**

The captions to the various clauses of this Contract are for informational purposes only and in no way alter the substance of the terms and conditions of this Contract.

**XXV. WAIVER OF ATTORNEYS FEES**

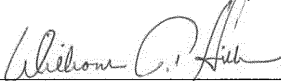
PROFESSIONAL and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless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

**XXVI. STANDARD OF CARE**

PROFESSIONAL perform the service required under the contract with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2/1/2021, \_\_\_\_\_.

**CITY OF GRAND PRAIRIE, TEXAS**

By:   
Deputy City Manager

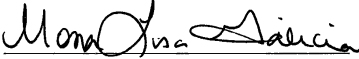
**HENDERSON BUILDING SOLUTIONS, LLC (HBS)**

By: \_\_\_\_\_  
Printed **David DeBiasse**  
Name: \_\_\_\_\_  
~~Digitally signed by David DeBiasse~~  
~~DN: cn=US,~~  
~~E=david.debiasse@hendersonbuilding.com,~~  
~~O=Henderson Building solutions LLC.,~~  
~~OU=Henderson, CN=David DeBiasse~~  
~~Date=2021.01.11-14:36:58-0700~~

Title: \_\_\_\_\_



ATTEST:

  
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

  
Megan Mahan, City Attorney

**Chuong Q. Phung, Assistant City A**



**\* ACCOUNT #**

**317193-63010-02102603**

**AGREEMENT FOR PROJECT DEVELOPMENT SERVICES**

12/8/2020

**SEE ATTACHED EMAILS**

**CLIENT**

City of Grand Prairie  
300 West Main St.  
Grand Prairie, TX, 75050

**PROJECT**

The Summit Building Assessment  
Soffit Investigations Add. Services  
Grand Prairie, TX  
Project No: 2030001479

**EMIL ATTACHED**

**Project Description**

The project as understood by Henderson Building Solutions, LLC (HBS) as of the date of this Agreement is as described in the following:

In the initial assessment report dated July 10, 2020, Henderson Building Solutions and its subconsultant, Walter P Moore identified several areas that needed additional in-depth investigation to better understand the nature and scope of issues. The reports were comprehensive studies of the building condition; however, several immediate concerns were highlighted. The 3 primary issues noted were electrical equipment deterioration around the MCC, water infiltration to the roof, and cracking soffits. This proposal is directed at focusing on an in-depth investigation into issues around 1 of those 3 scope items – the cracked building soffits. The results of these investigations will be summarized in a single report.

**Work included in the Project:**

**\*\$12,975.00 ✓**

**Soffit Investigations (performed by Walter P Moore)**

1. Coordinate the activities of a Contractor to perform up to three (3) exploratory openings at the cement plaster soffit located at the ground level and repair the exploratory openings after observation.
2. All exploratory openings at the roof would occur at a time mutually acceptable to all parties.

**Walter P Moore Report**

1. A description of the scope of evaluation performed under this Phase II assessment.
2. A description of the findings, including a statement of the probable cause or causes of the distress if such causes can be reasonably determined from the additional investigation.
3. A schematic presentation of the repairs needed, if any, to correct the problems under study, as can be determined with the available information.
4. An opinion of probable cost matrix for recommended repairs exceeding a \$1,000 threshold, and that can be quantified and identified based on our additional soffit investigation, described above.

**Schedule for Work to be Performed:**

1. Work will be completed **6 weeks** from issuance of notice to proceed. Should any external subconsultants be necessary to completely identify conceptual solutions, schedule may need adjusted to incorporate subconsultant analysis and recommendations. Particular to this project, much of the roofing work must occur after FAA permits have been pulled. If this permitting process incurs significant delays, early notice will be provided to the Client.

**Work not included in the Project:**

1. Premium time labor costs
2. Hazardous materials abatement

**ARRANGED TO ADDRESS ANTI-CRACK SERVICE**

**Client Responsibilities**

To facilitate the quality and expedient completion of the work included in this project, the Client will endeavor to:

1. Make all areas of the facility available for inspection by HBS.

**REC'D - 12/17/20**

- 2. Provide HBS all requested documentation, as follows:
  - a. Historical Construction Documents
  - b. Surveys
  - c. Property legal descriptions
  - d. Utility locations
  - e. Geotechnical reports
  - f. Reports of prior tests and inspections involving all building systems
  - g. Operating and maintenance logs related to the project as required
  - h. Reports related to Hazardous materials and pollutants
  - i. Designs, studies, reports, and other available data pertinent to the Project
- 3. Obtain or Authorize HBS to obtain:
  - a. Additional designs, reports, and data as required

**Fee**

HBS proposes to provide the Work described in this Agreement on a **fixed fee** basis per the following:

- 1. **Fixed fee amount: \$12,975.**
- 2. To complete this assessment Henderson Building Solutions has obtained the services of a sub-consultant (Walter P. Moore). Walter P Moore's fee is included in the above Fixed Fee amount.
- 3. To complete the roofing and soffit related investigations, contractor fees should be budgeted by the client
  - a. Henderson Building Solutions recommends the **client budget \$4,500 for contractor fees related to plaster soffit openings and water tight repairs.** This contractor shall **excise and repair parapet/cement plaster soffit exploratory openings** as described in the Project Description.
- 4. Subconsultant costs are included in the above fees.
- 5. Reimbursable costs are included in the above fees. Reimbursable costs include job-site travel cost, reproduction and delivery costs and other cost as agreed to by the Client and HBS.
- 6. All HBS' sub-consultants and sub-consultants' cost are subject to Client's review and approval.

The pricing indicated within this proposal is valid for 30 days. Should Client not accept the terms of this Agreement within 30 days of the date shown, HBS may renegotiate the cost, scope, and schedule listed herein.

HBS appreciates the opportunity to submit this proposal. Please contact HBS with any questions or comments.

When accepted by Client this Agreement and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Work and Terms and Conditions, which are incorporated by this reference. HBS is authorized to begin performance upon its receipt of a copy of this Agreement signed by Client. If HBS proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of this Agreement are accepted by Client.

Submitted By:  
**David DeBiasse**

Digitally signed by David DeBiasse  
DN: C=US,  
E=david.debiasse@hendersonbuilding.com,  
O=Henderson Building solutions LLC.,  
OU=Henderson, CN=David DeBiasse  
Date: 2020.12.09 10:13:05-06'00'

Accepted By:

**SEPARATE BY CITY**  
**DATE**

David DeBiasse  
General Manager  
Henderson Building Solutions, LLC

Andy Henning  
Sr Building & Construction Projects Manager  
City of Grand Prairie

CERTIFICATE OF LIABILITY INSURANCE

DATE (M)	Item 13.
7/29/	

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

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

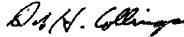
PRODUCER <b>Greyling Ins. Brokerage/EPIC</b> 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: <b>Katie Kresner</b> PHONE (A/C, No., Ext): <b>770.220.7695</b>	FAX (A/C, No): <b>866.550.4082</b>	
	E-MAIL ADDRESS: <b>Katie.Kresner@greyling.com</b>		
INSURED <b>Henderson Building Solutions, LLC</b> 8345 Lenexa Dr., Suite 300 Lenexa, KS 66214	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>National Union Fire Ins Co of PA</b>		<b>19445</b>
	INSURER B : <b>New Hampshire Ins. Co.</b>		<b>23841</b>
	INSURER C : <b>Lloyds of London</b>		<b>85202</b>
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 20-21 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5856910	08/01/2020	08/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA5717881	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC014195822	08/01/2020	08/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab include Pollution Liability			B0146LDUSA2004645	08/01/2020	08/01/2021	Per Claim \$3,000,000 Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City, its officials, employees, Board of Commissions and volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. (See Attached Descriptions)

CERTIFICATE HOLDER  The City of Grand Prairie PO Box 534045 Grand Prairie, TX 75053-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

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The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Deductibles are as follows: GL: \$0 Auto: Comp:\$100 Collision:\$1000 UMB: \$10,000 WC:\$0 PL:\$500,000

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2020 forms a part of

Policy No. CA5717881 issued to Henderson Building Solutions, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
 \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

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*Item 13.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 08/01/2020 forms a part of Policy No. WC014195822

Issued to Henderson Building Solutions, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT  
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative

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*Item 13.*

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 500592 / 02111601  
 Project Title: Main Street Roadway Improvements WTER  
 Current Request: \$200,000.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Professional Eng Svcs	\$0	\$0	\$200,000	\$200,000	\$200,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>

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

Fund/Activity Account: 400192 / 02111501  
 Project Title: Main Street Roadway Improvements STRT  
 Current Request: \$2,910,003.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
68540 Professional Eng Svcs	\$0	\$0	\$2,910,003	\$2,910,003	\$2,910,003
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,910,003</b>	<b>\$2,910,003</b>	<b>\$2,910,003</b>