



REVISED AGENDA

The meeting will be held at City Hall Council Briefing Room, 300 W. Main St, Grand Prairie, Texas, and the Chairman or presiding member will be physically present. Members may be participating remotely via video conference.

CALL TO ORDER

STAFF PRESENTATIONS

1. EPIC Waters Master Plan
2. Cooperative (COOP) Procurement Process Review

CONSENT AGENDA

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

3. Minutes of the May 3, 2022 Finance and Government Committee Meeting
4. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 1 with Fast General Contracting for additional piers, drainage, irrigation repair, drilling additional pier depth for 13 piers, and additional concrete and steel rebar in the amount of \$60,000 (\$49,934 for Change Order No. 1 and remaining funds of \$10,066 for replacement turf and landscape and ornamental features as necessary) for a total project cost of \$447,450
5. A Resolution Suspending the June 17, 2022 Effective Date of Oncor Electric Delivery Company's Rate Change To Permit the City Time to Study the Request and to Establish Reasonable Rates
6. Change Order #1 in the amount of \$56,400 for an initial one-year term, and \$56,400 annually thereafter, for eight additional one-year terms, for a total of \$507,600, to add equipment and services for newly created Police Officer positions to price agreement with Axon, Inc

ITEMS FOR INDIVIDUAL CONSIDERATION

7. Elected Official Allowances
8. A resolution of the City of Grand Prairie, Texas approving and authorizing an agreement with the Texas Municipal Retirement System pertaining to the City of Grand Prairie, Texas, General Obligation Pension Bonds

- [9.](#) A resolution amending the American Rescue Plan Budget
- [10.](#) Ratify a grant application for participation in the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) in the amount of \$2,000,000 for Tarrant County Community Programs Grant for Phase II Tyre Park Redevelopment
- [11.](#) Price Agreement for Grass Sod & Seed Replacement from Greycon Inc. dba Grey Construction. (up to \$66,500.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$332,500.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options up to \$16,625 (25%) so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms
- [12.](#) Professional Engineering Contract with EJES, Inc. for Old Davis Road Reconstruction in the amount of \$315,812
- [13.](#) Ordinance amending the FY21-22 Capital Improvement Projects Budget; Professional Engineering Contract with Half Associates, Inc. for Great Southwest Parkway Extension from Ave K to Fountain Parkway in the amount of \$394,400
- [14.](#) Resolution 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 Television (CCTV) cameras along SH 161 from Pioneer Pkwy to IH 30, and Main Street / Jefferson Street from NW 23rd Street to SW 4th Street
- [15.](#) Lease with Grand Prairie Hotel Development Corporation (GPHDC) for EpicCentral Hotel; Landlord, Tenant and Manager Non-Disturbance and Attornment Agreement with the City GPHDC and Concord GPHCC Management, LLC; Authorize hotel management contract between GPHDC and GPHCC Management, LLC as Hotel Operator

EXECUTIVE SESSION

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

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

CITIZEN COMMENTS

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

ADJOURNMENT

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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 June 3, 2022.



Gloria Colvin, Deputy City Secretary



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022
REQUESTER: Gary Yakesch, Assistant Director Parks Finance
PRESENTER: Rick Coleman, American Resort Management
TITLE: EPIC Waters Master Plan
RECOMMENDED ACTION: None

ANALYSIS:
Presentation on EPIC Waters Master Plan

FINANCIAL CONSIDERATION:
N/A – Presentation Only



Epic Waters Expansion

Refined Master Plan • 2022.06.07



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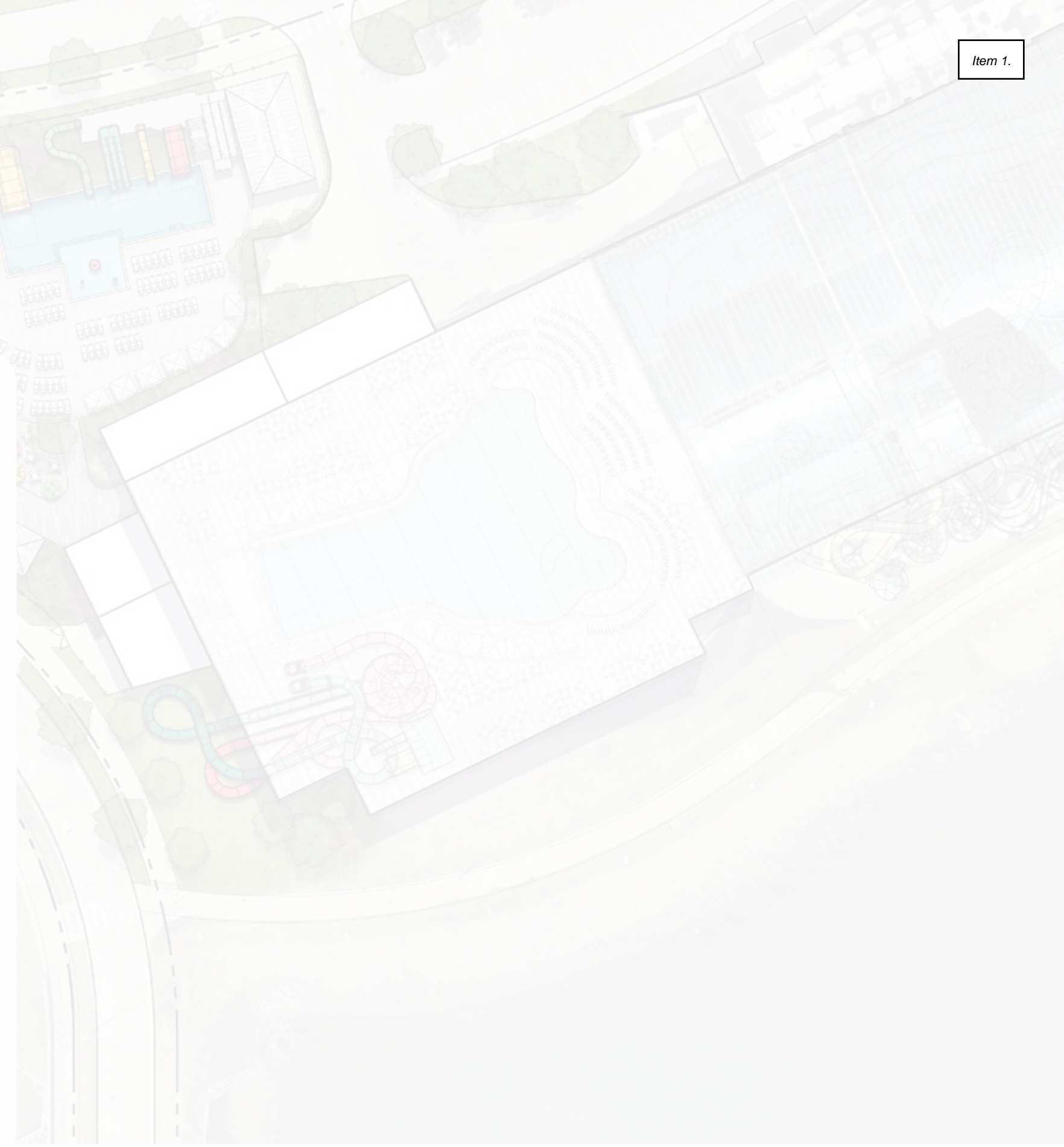
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Existing Parking

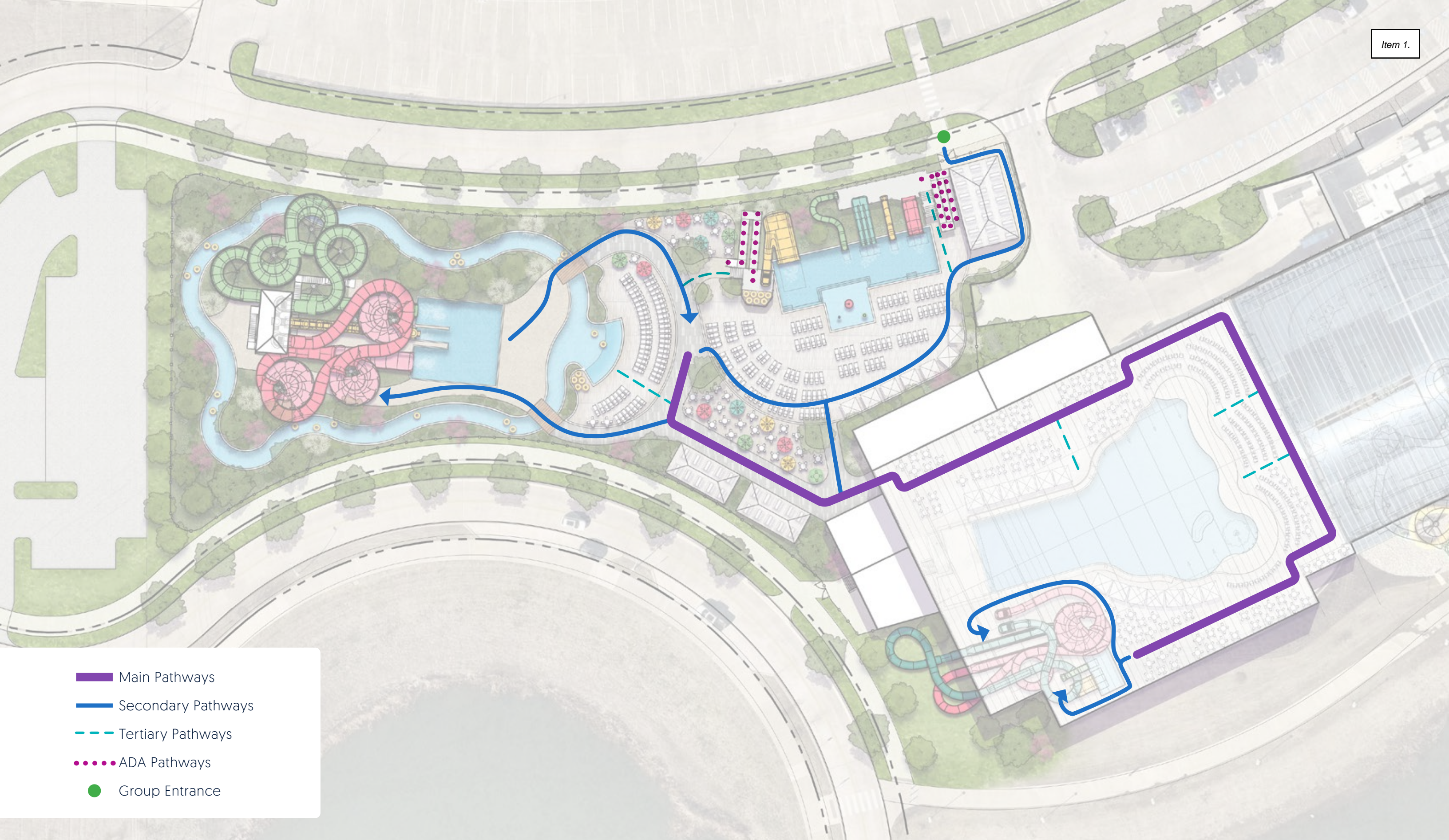
Proposed New Entry

Existing Building

Proposed Water Park Expansion

Proposed Parking

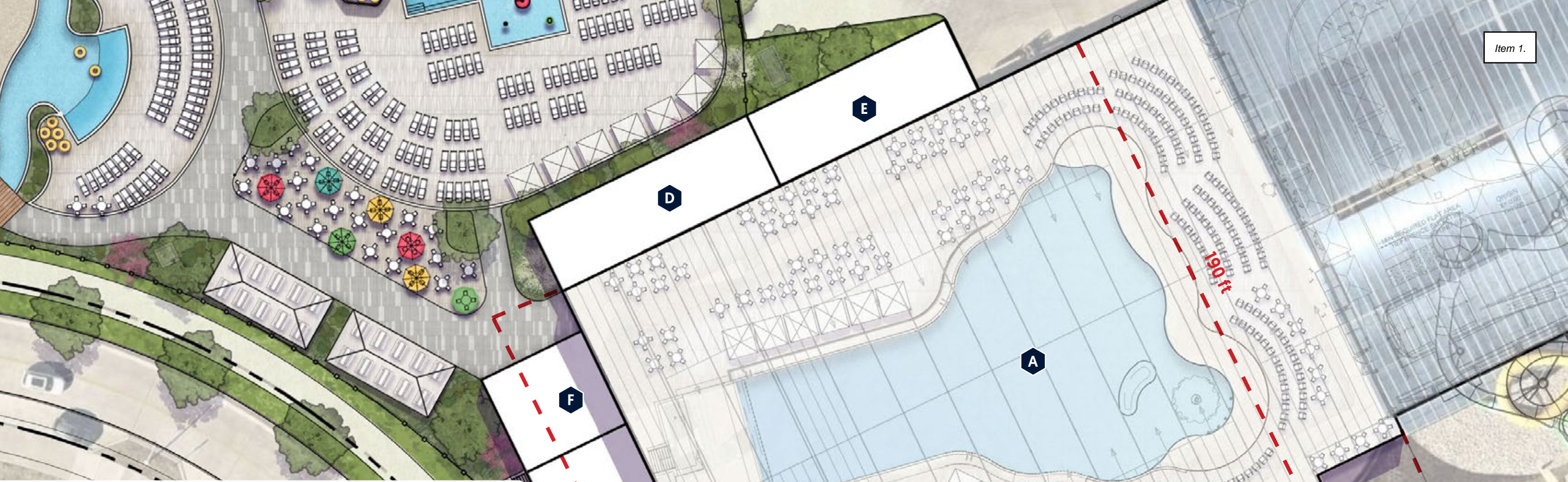
Proposed Building Enclosure & Slide Tower



- Main Pathways
- Secondary Pathways
- Tertiary Pathways
- ADA Pathways
- Group Entrance

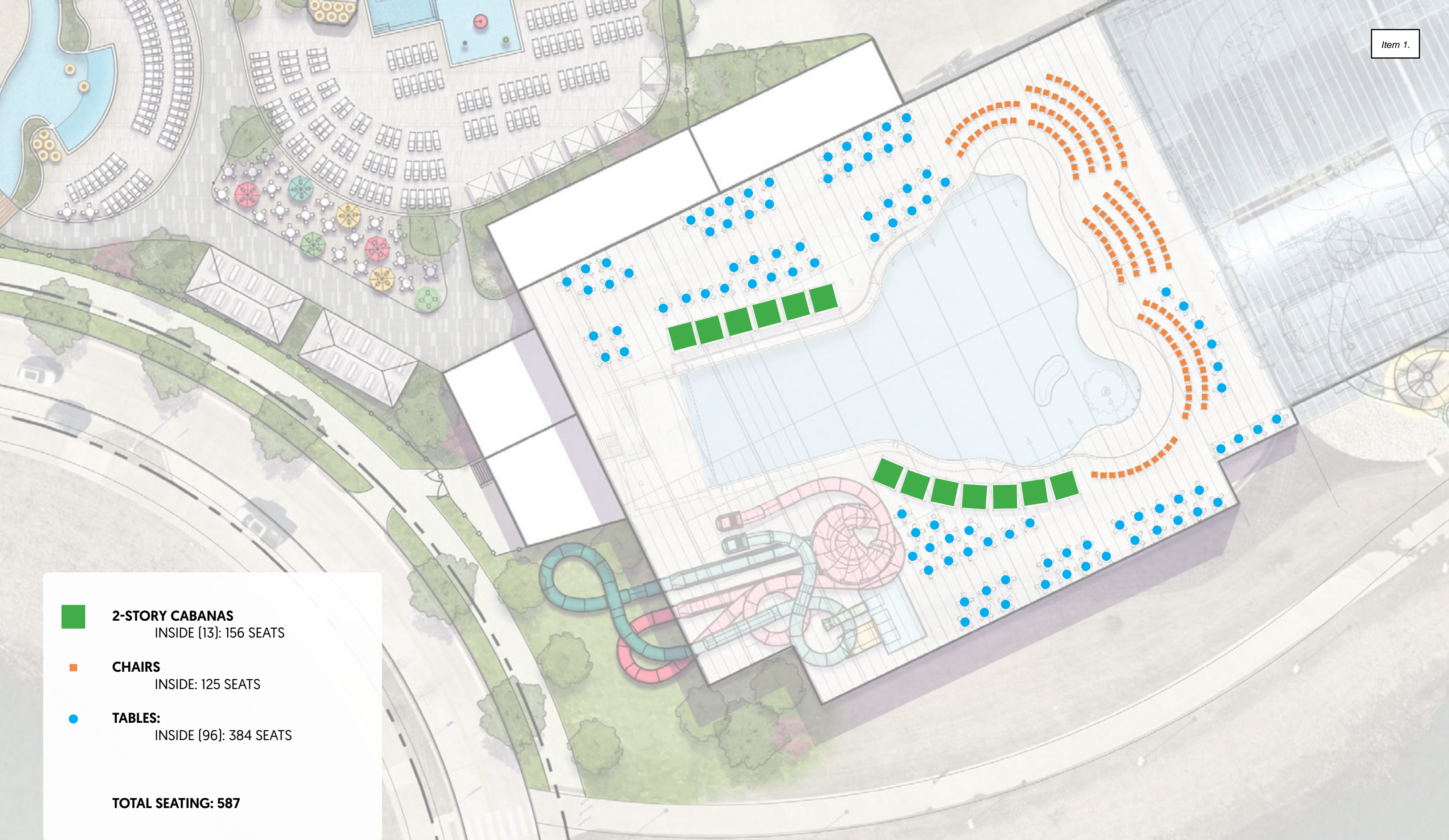
Phase 2 Expansion





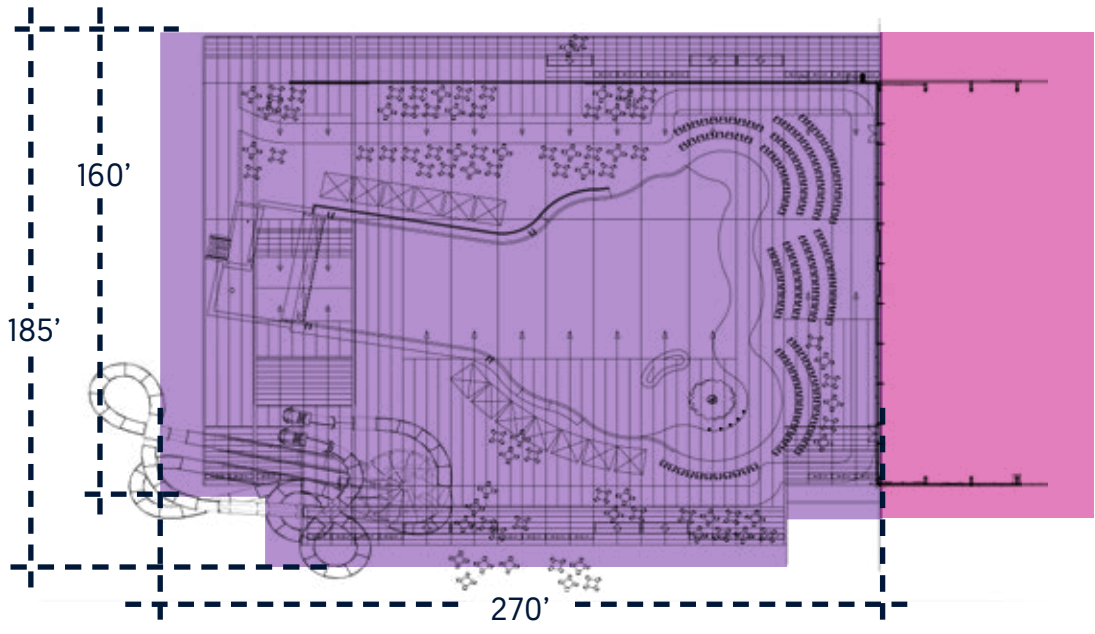
SITE ELEMENTS

- A** - Existing Wave Pool
- B** - Inner Tube Slide Tower
 - 1-2 Person Giant AquaTube at 37.9 FT tall and 354.3 FT long
 - 1-2 Person Tailspin at 37.9 FT tall and 422 FT long
- C** - Kiddie Slides
 - Ramp Slide - 15.5 FT long and 3.5 FT tall
 - Pool Sider - 18.2 FT long and 3.5 FT tall
- D** - Food & Beverage Building - 2,280 FT²
- E** - Party Rooms - 1,960 FT²
*New Mechanical Room below D & E
- F** - Restrooms - 1,190 FT²



- **2-STORY CABANAS**
INSIDE (13): 156 SEATS
- - - **CHAIRS**
INSIDE: 125 SEATS
- **TABLES:**
INSIDE (96): 384 SEATS

TOTAL SEATING: 587

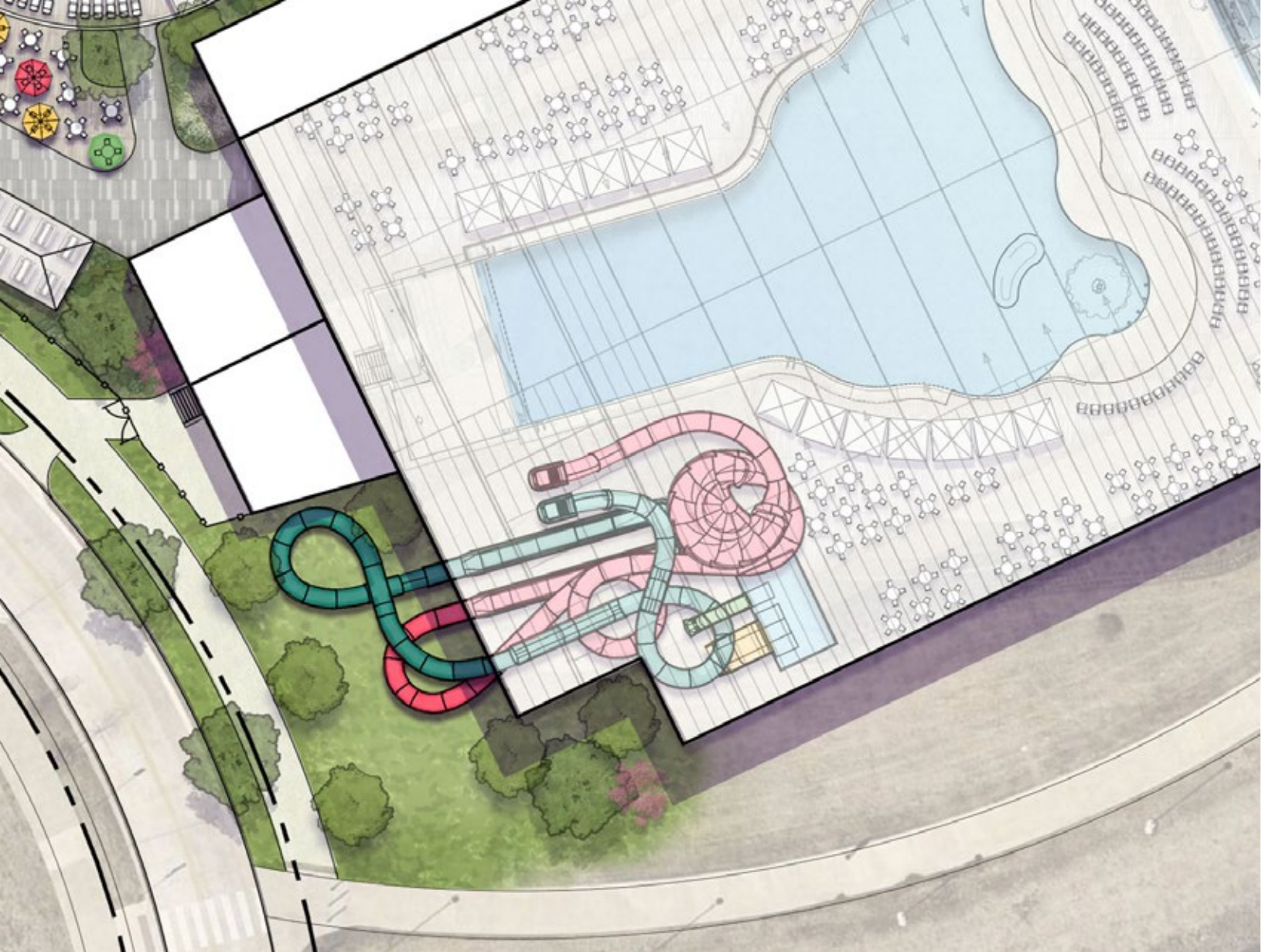


Proposed Expansion Option

In collaboration with Open Aire, we are keeping the first and last 2 bays of the building identical to the existing structure, We would then bump out the middle portion of the building to add more seating and create a larger space for the water slide area.

Our renders are showing how the building would integrate together and have a similar look and feel. We would expect the cupola to be shorter in the new expanded building.





Item 1.



Inner Tube Slide Tower

- 1-2 Person Giant AquaTube at 37.9 FT tall and 354.3 FT long
- 1-2 Person Tailspin at 37.9 FT tall and 422 FT long





Ellie's Slides

- 1 - Ramp Slide - 15.5 FT long and 3.5 FT tall
- 2 - Pool Sider - 18.2 FT long and 3.5 FT tall

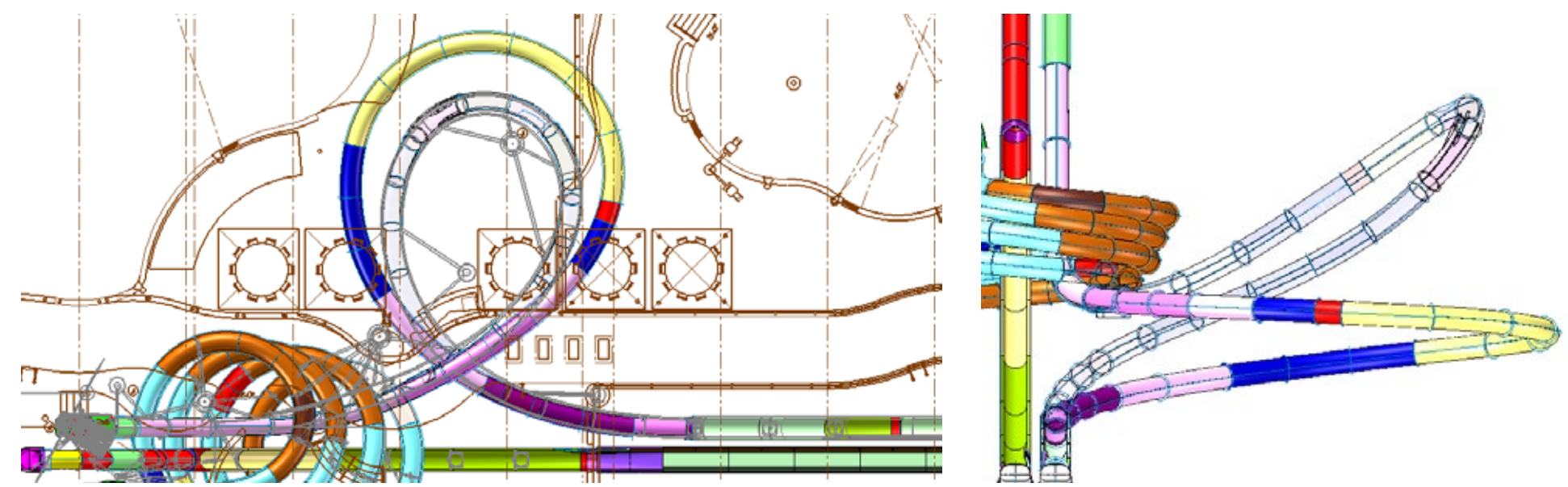
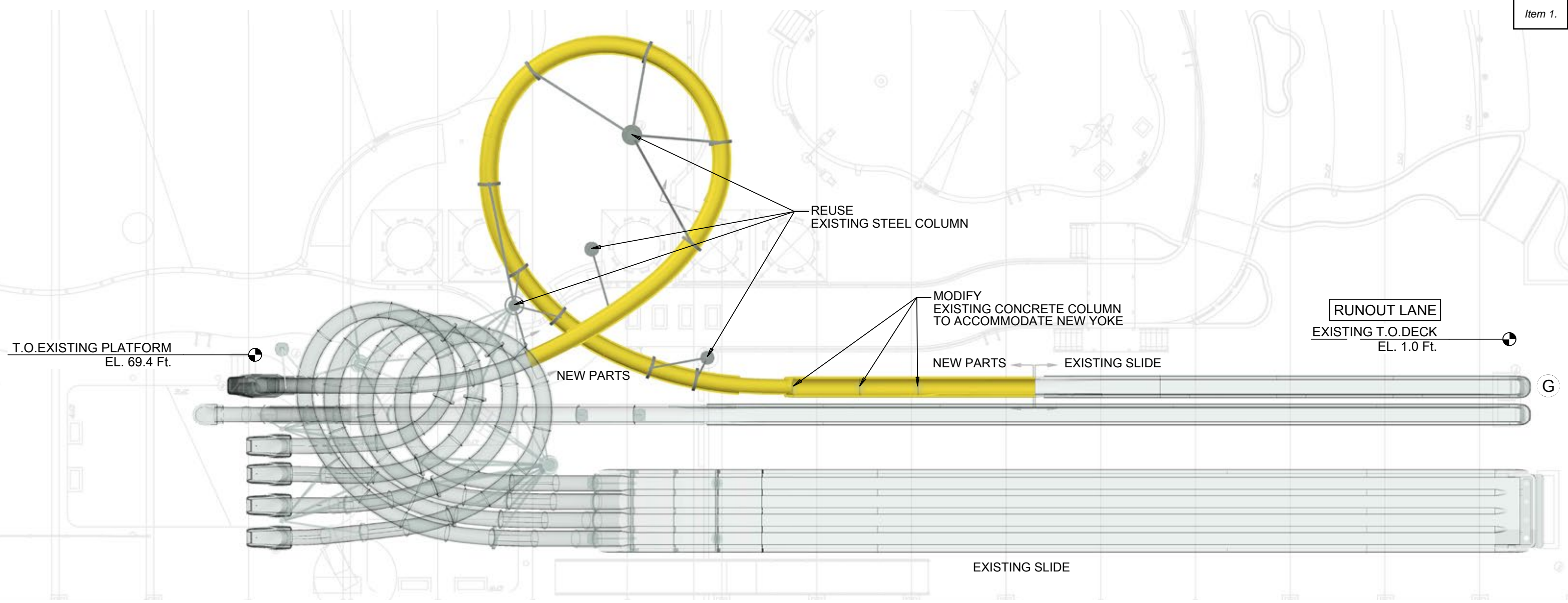


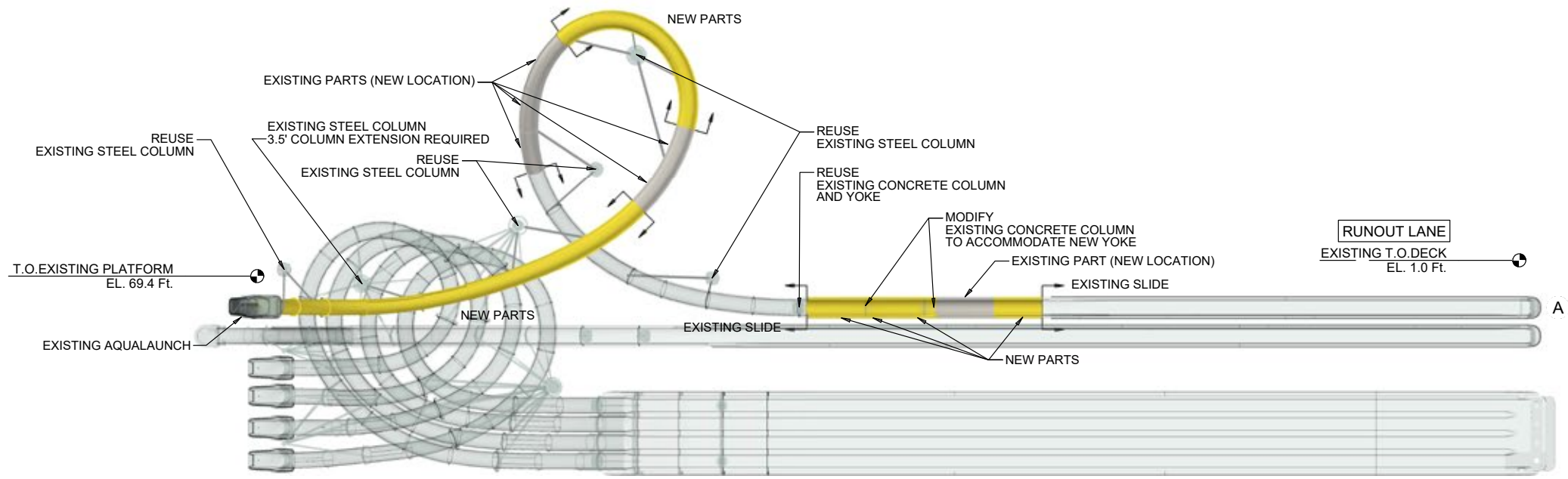


Flat Line Loop Update

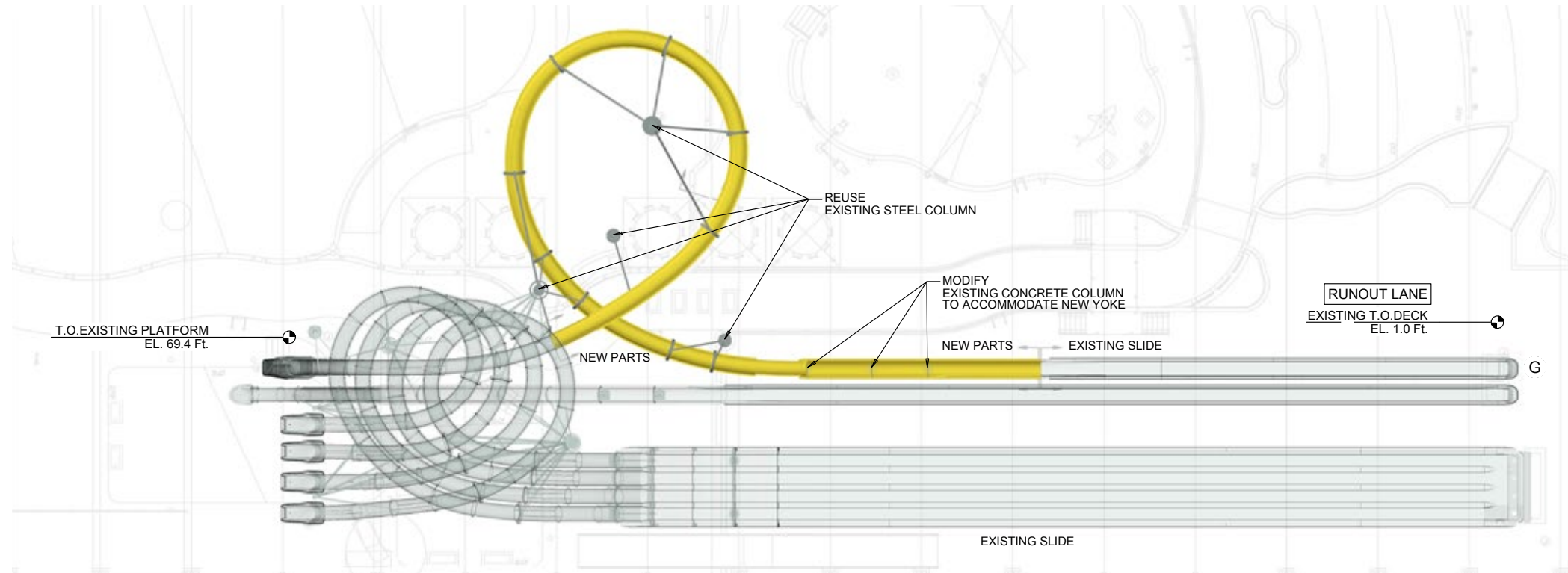








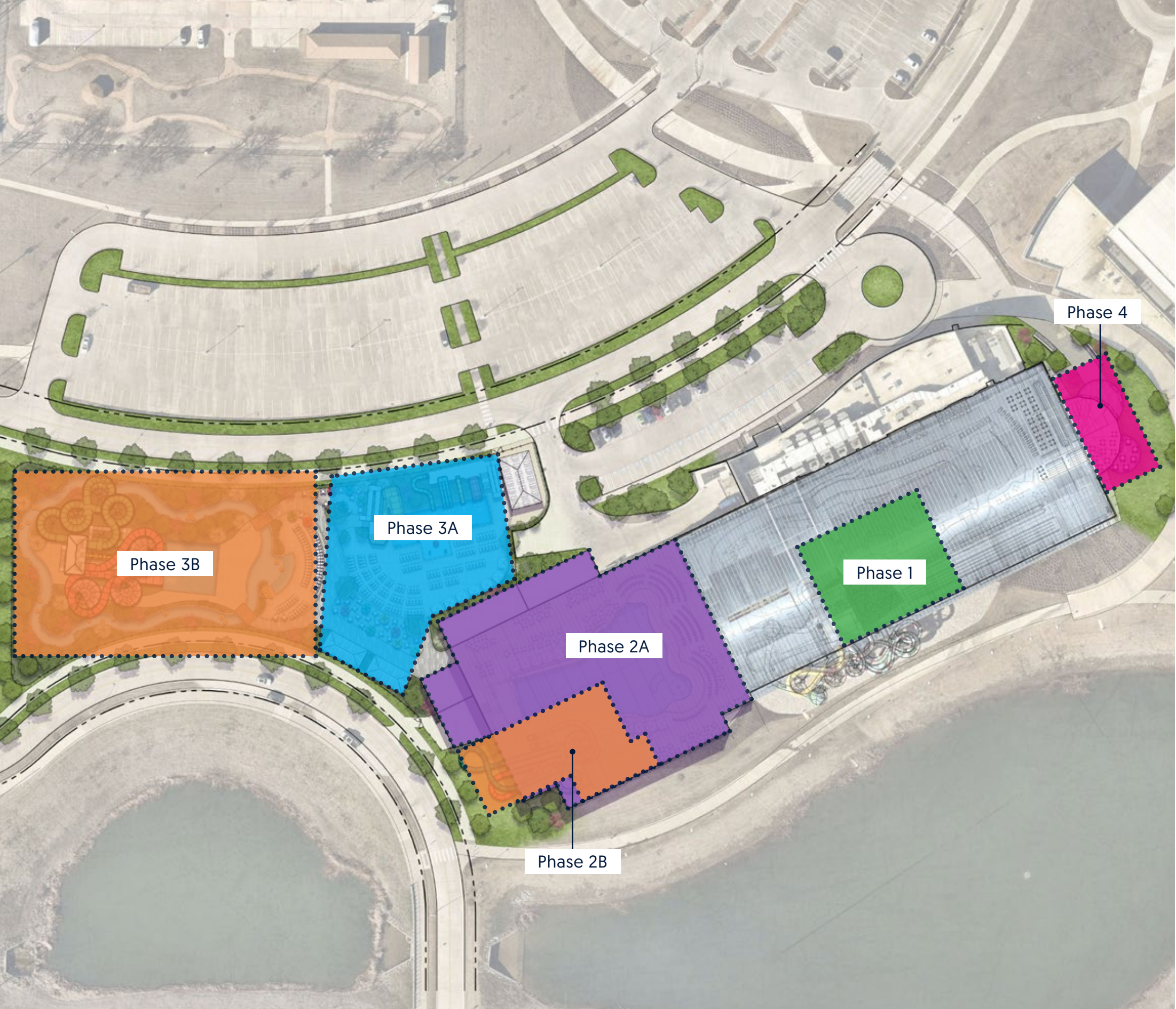
Alternative Option



Preferred Option

Budget





PHASE 1

- Indoor Loop slide modification
- \$681,000

PHASE 2A

- OpenAire building expansion over wave pool
- Seating Expansion
- New Party Room and F&B Building
- New Mechanical Room Basement for future Outdoor Waterpark
- \$11.4 million

PHASE 2B

- New Indoor Kiddie slides (Ellies Slides)
- New Indoor tube slide tower
- \$3.5 million

PHASE 3A

- Outdoor Expansion - Kiddie Pool
- Outdoor Expansion - Infrastructure & Initial Landscaping
- \$4.8 million

PHASE 3B

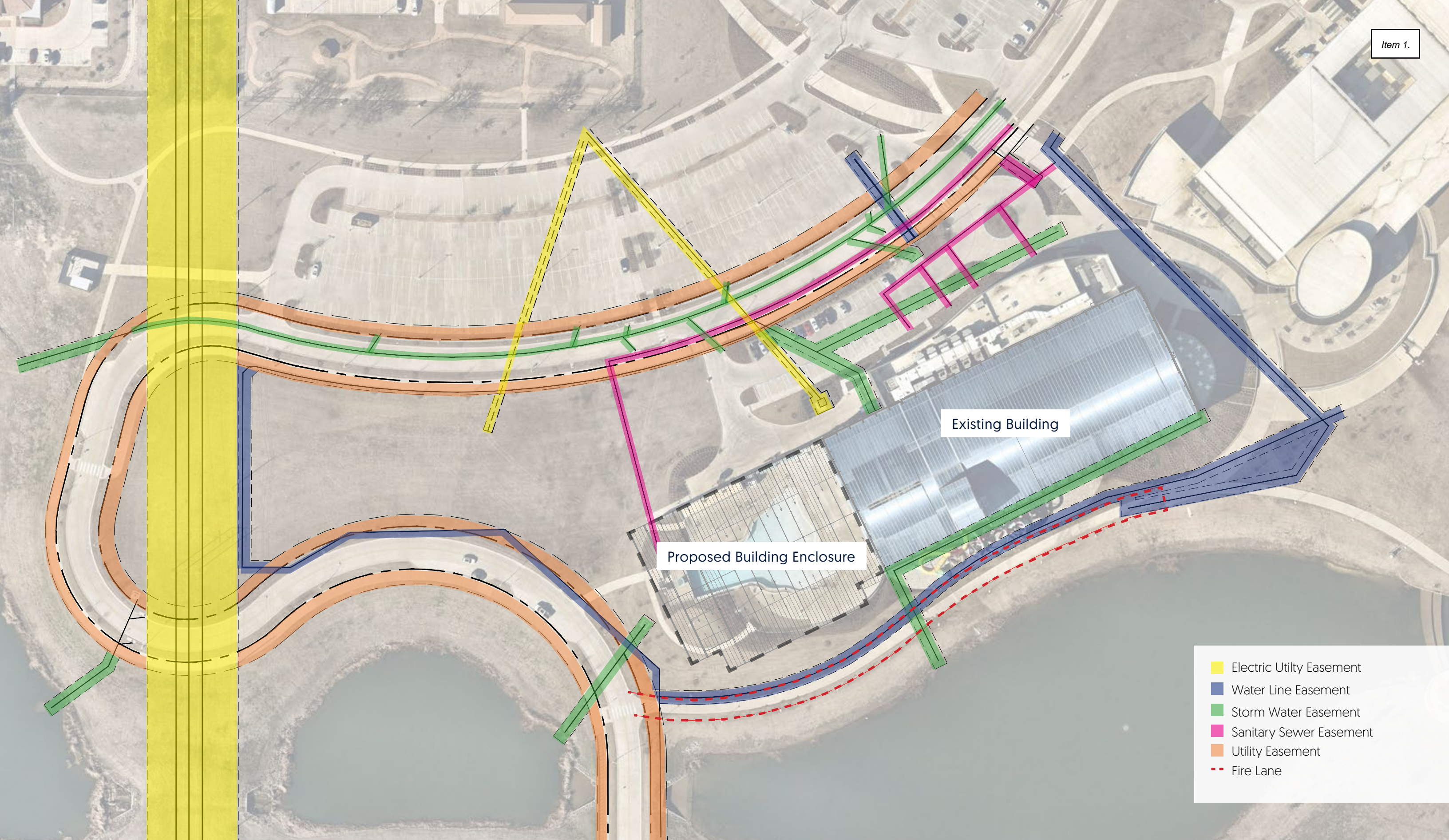
- Outdoor Expansion - Lazy River
- Outdoor Expansion - Family Raft Tower
- Outdoor Expansion - Landscaping
- \$9.9 million

PHASE 4

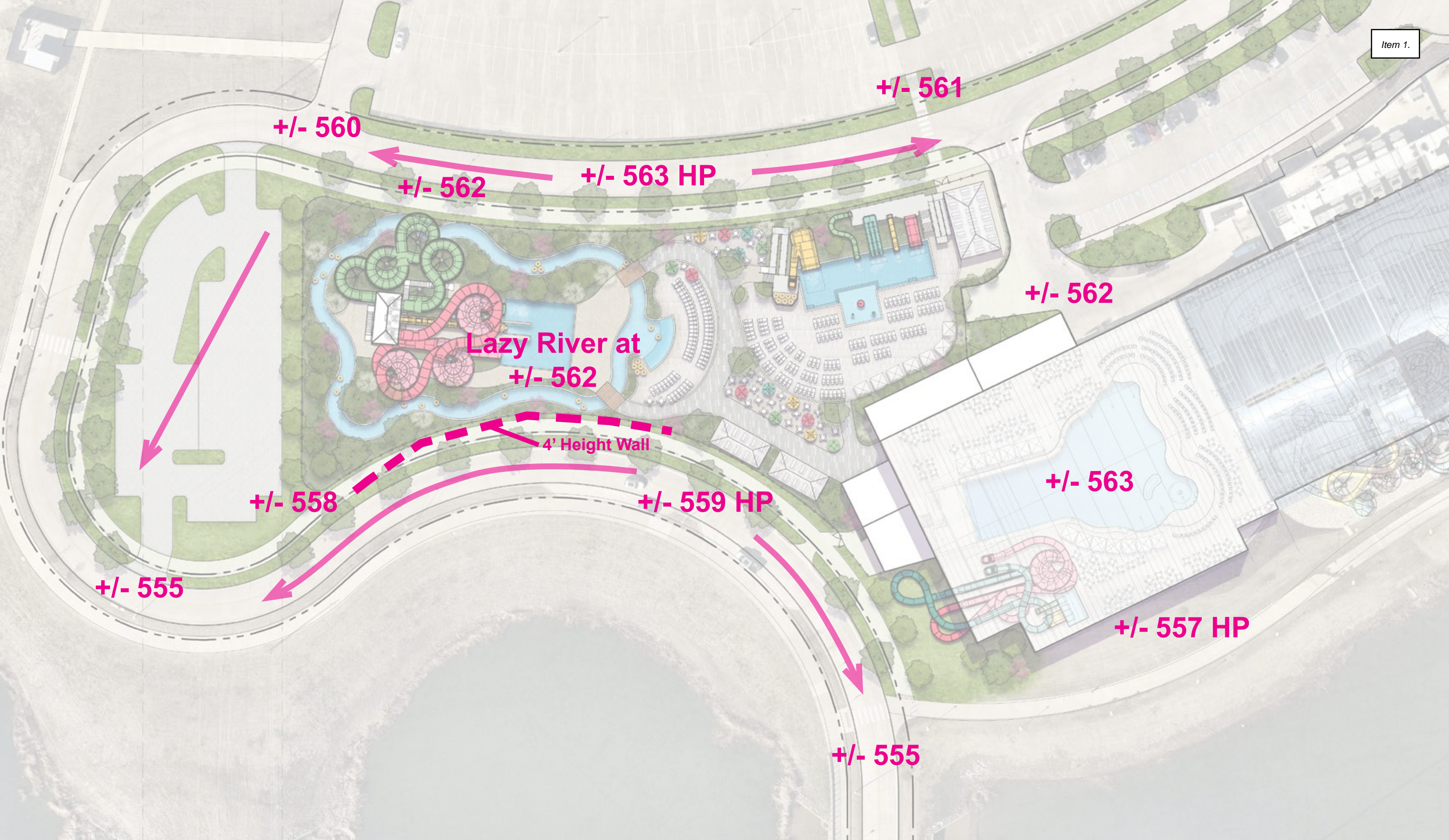
- OpenAire building entry modification
- \$2.5 million

Existing Site Conditions





- Electric Utility Easement
- Water Line Easement
- Storm Water Easement
- Sanitary Sewer Easement
- Utility Easement
- Fire Lane



Outdoor Expansion





SITE ELEMENTS

- A** - Food & Beverage Building
- B** - Party Rooms
- C** - New Open Aire Structure
- D** - Indoor Kiddie Slides
- E** - Indoor Inner Tube Slide Tower
- F** - Restrooms
- G** - Group Pavilions & Group Arrival
- H** - Lazy River
- I** - Family Raft Slide Tower
- J** - Tube Storage
- K** - Seating Areas
- L** - ADA Ramp
- M** - Outdoor Kiddie Slides

CABANAS
 OUTSIDE (7): 42 SEATS

2-STORY CABANAS
 INSIDE (13): 156 SEATS

LOUNGERS
 OUTSIDE: 174 SEATS

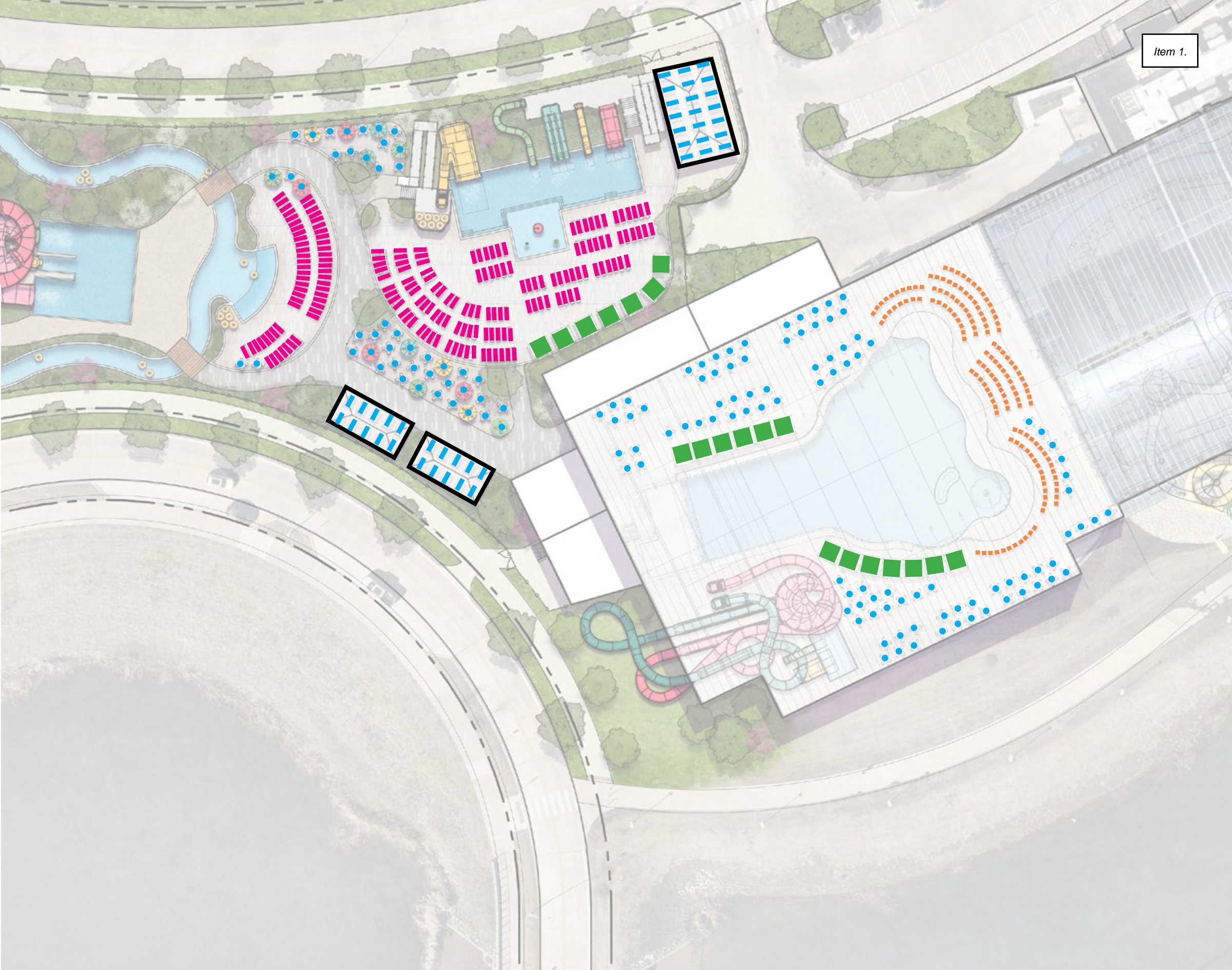
CHAIRS
 INSIDE: 125 SEATS

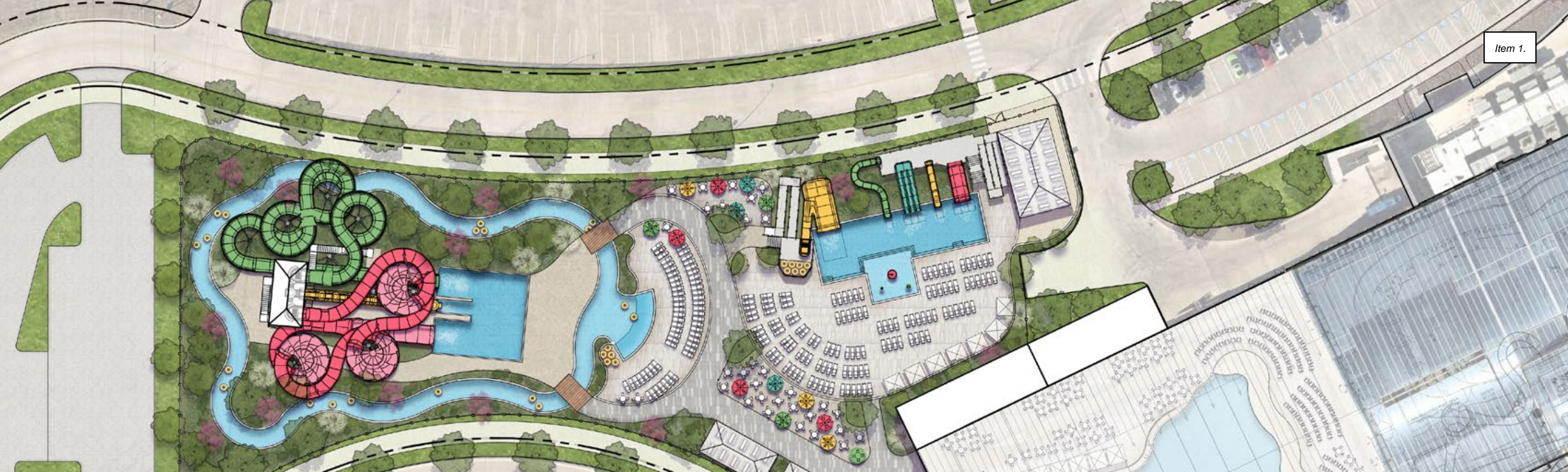
TABLES
 OUTSIDE (34): 136 SEATS
 INSIDE (96): 384 SEATS

GROUP PAVILIONS
 OUTSIDE (3):
 10 TABLES: 40 SEATS
 10 TABLES: 40 SEATS
 21 TABLES: 84 SEATS

TOTALS
 OUTSIDE: 521 SEATS
 INSIDE: 665 SEATS

TOTAL SEATING: 1,186





Capacity Modeling For New Attractions

INSTANTANEOUS CAPACITY 20 MIN

Water Slides	293
Water Attractions / Kids Area	383
Flat Water	201
TOTAL ACTIVE	877

20% passive assumed	175
Estimated instantaneous capacity	1,052

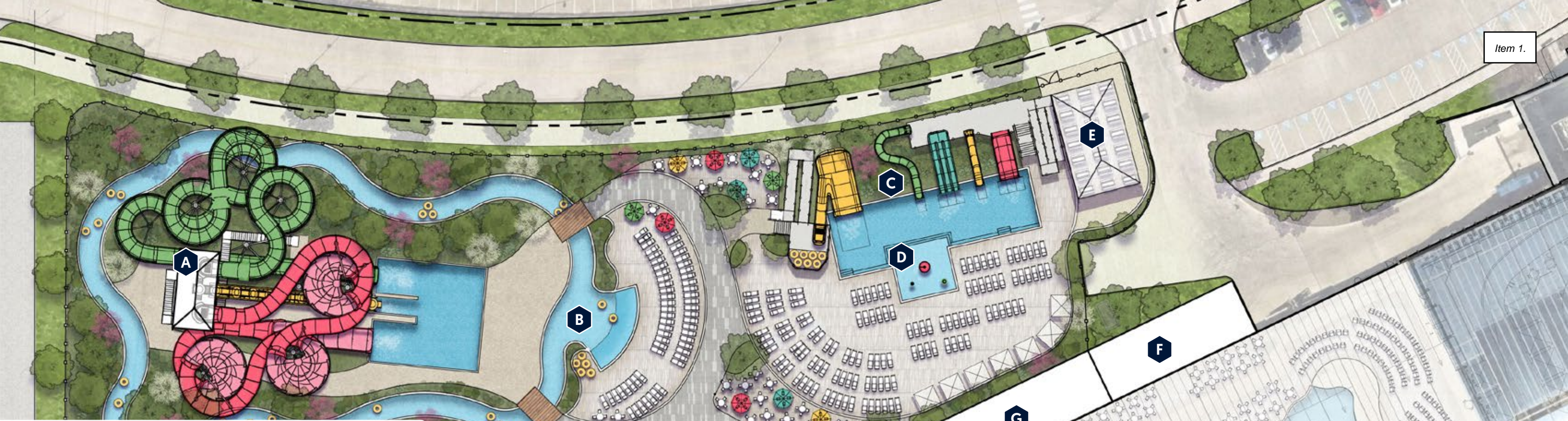
HOURLY CAPACITY 60 MIN

Water Slides (Indoor and Outdoor)	880
Water Attractions / Kids Area	1,125
Lazy River	603

TOTAL ACTIVE	2,608
20% Passive Assumed outside	522
Estimated Hourly capacity Add	3,130

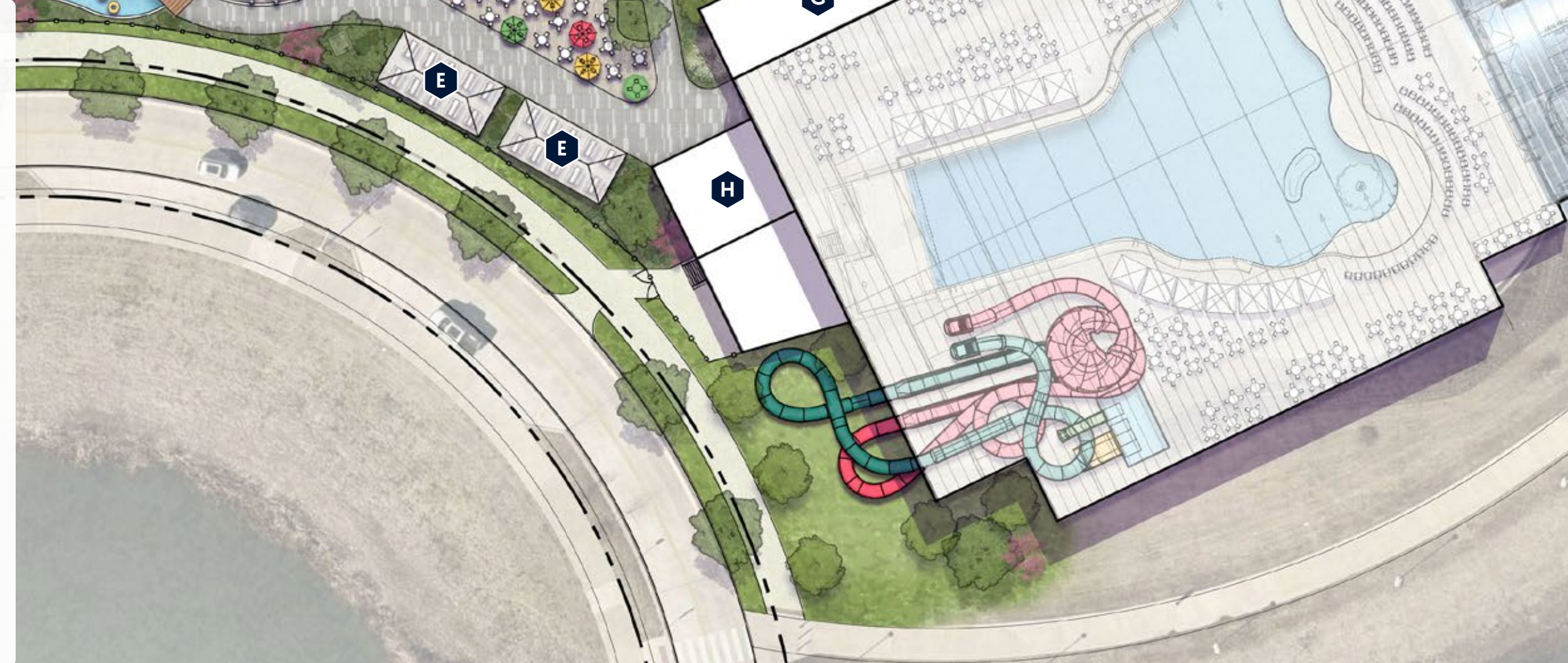


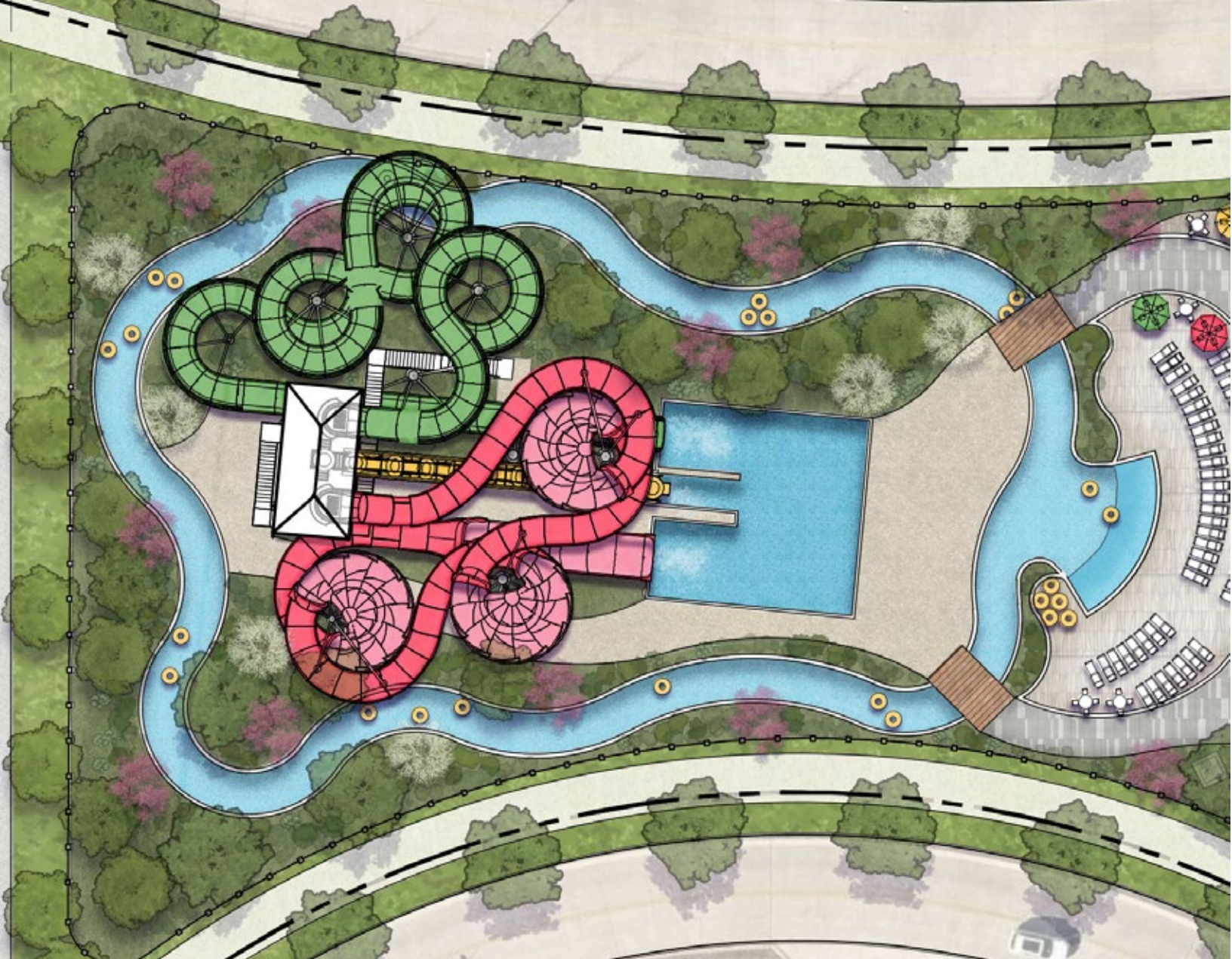




SITE ELEMENTS

- A** - Family Slide Tower
 - 4 Person Aquatube at 56FT
 - 4 Person Tailspin at 56FT
- B** - Lazy River - Length: 672FT - Width: 10-12FT
- C** - Kiddie Slide Pool - 2,872 FT²
 - Kiddie Boomerango
 - Body Slide
 - Mutilane Slide
 - Body slide
 - Wide Slide
- D** - Kiddie Play Area
- E** - Group Pavilions
- F** - Party Rooms - 1,960 FT²
- G** - F&B Building - 2,350 FT²
 - *Mechanical Room below E & F
- H** - Restrooms - 1,190 FT²

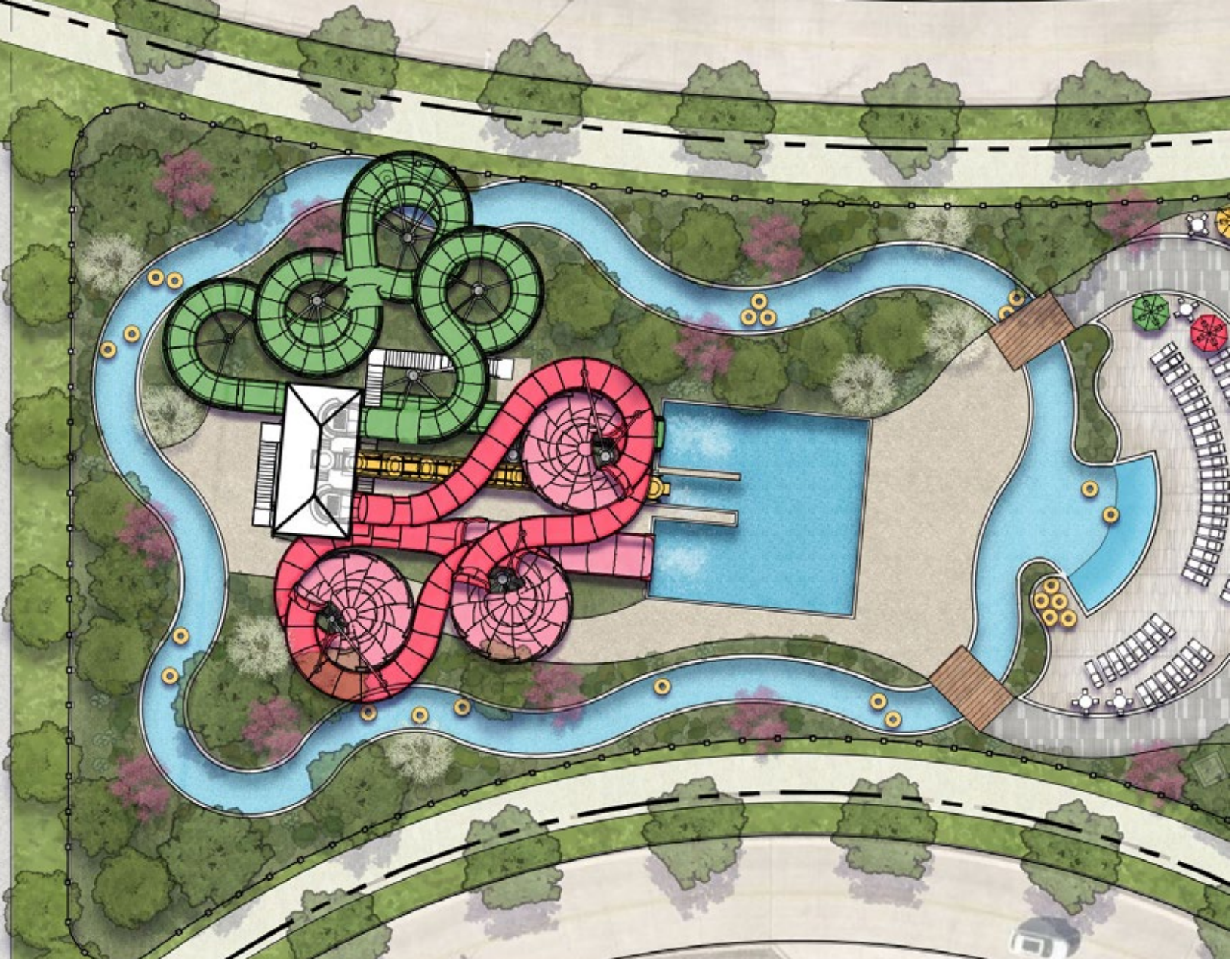




Family Raft Slide Tower

- 4 Person Tailspin at 56FT
- 4 Person Open Flume at 56FT

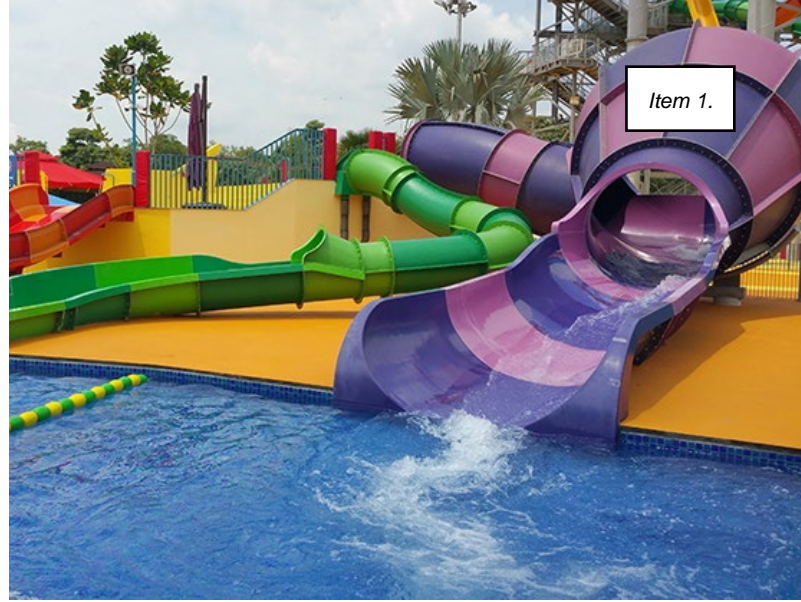
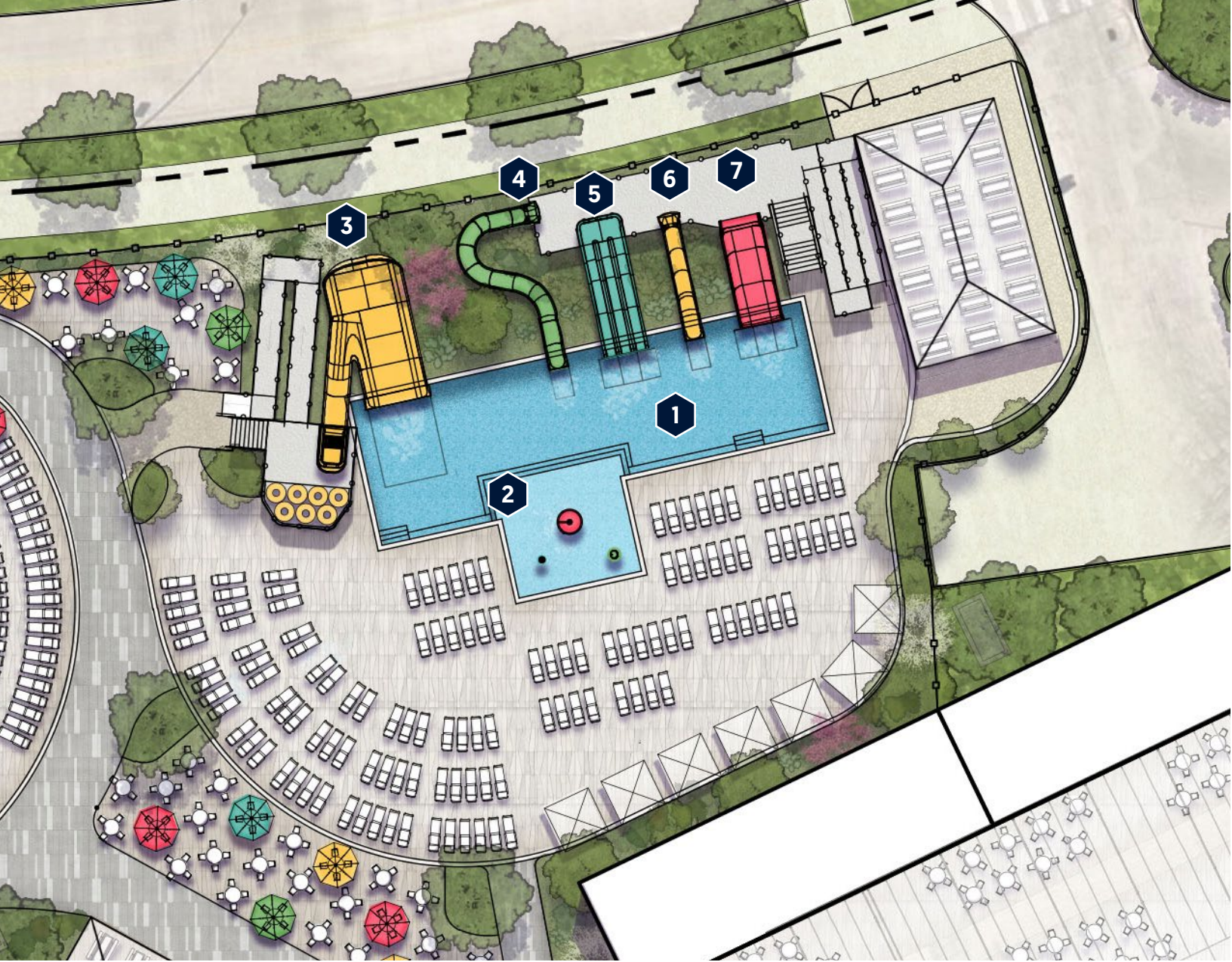




Lazy River

- Length: 672FT
- Width: 12FT





Kiddie Slides

- 1 Pool - 2,872 FT²
- 2 Kiddie Play Area
- 3 Kiddie Boomerango
- 4 Body Slide
- 5 Mutilane Slide
- 6 Body slide
- 7 Wide Slide





Site Elements





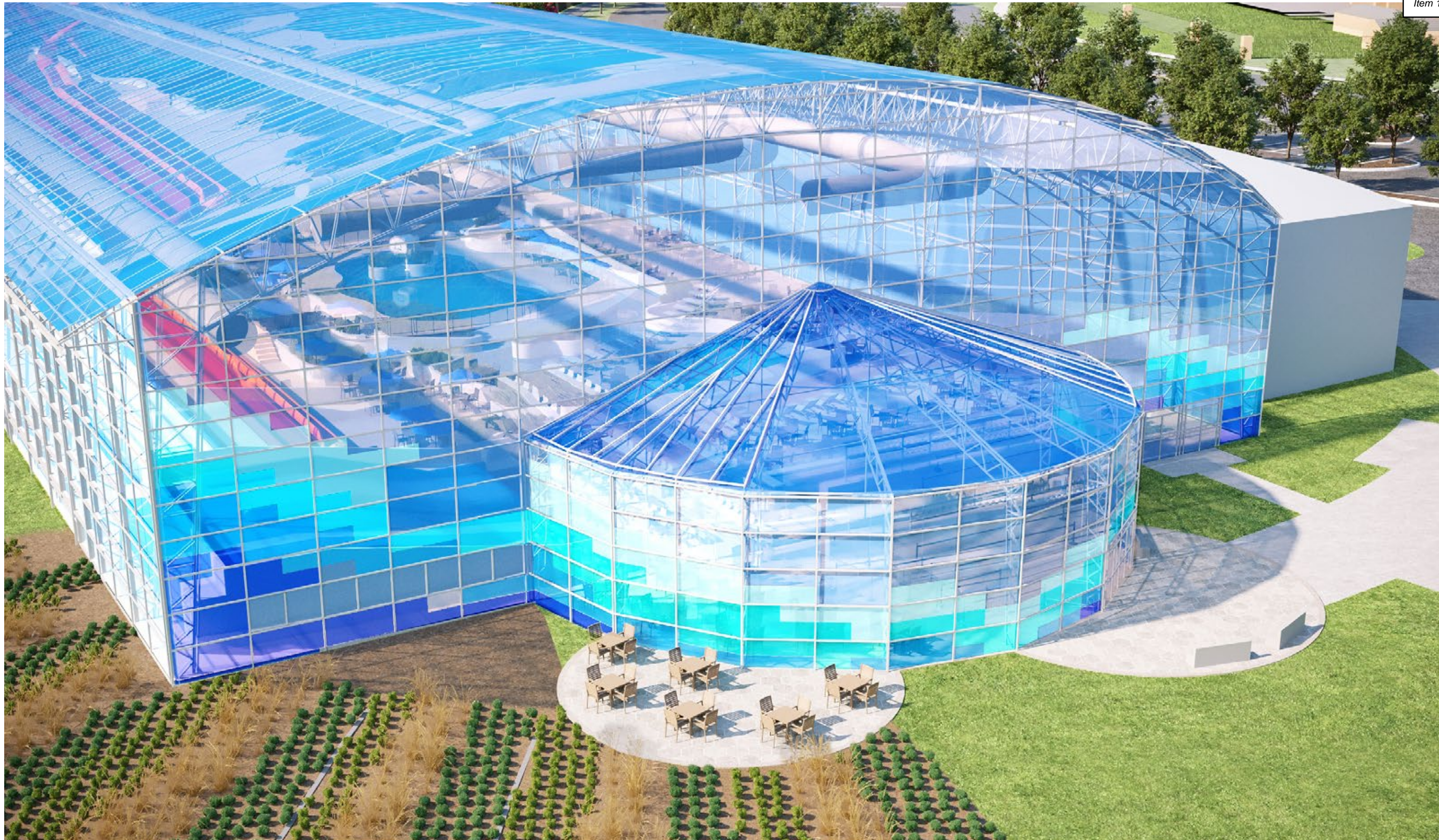




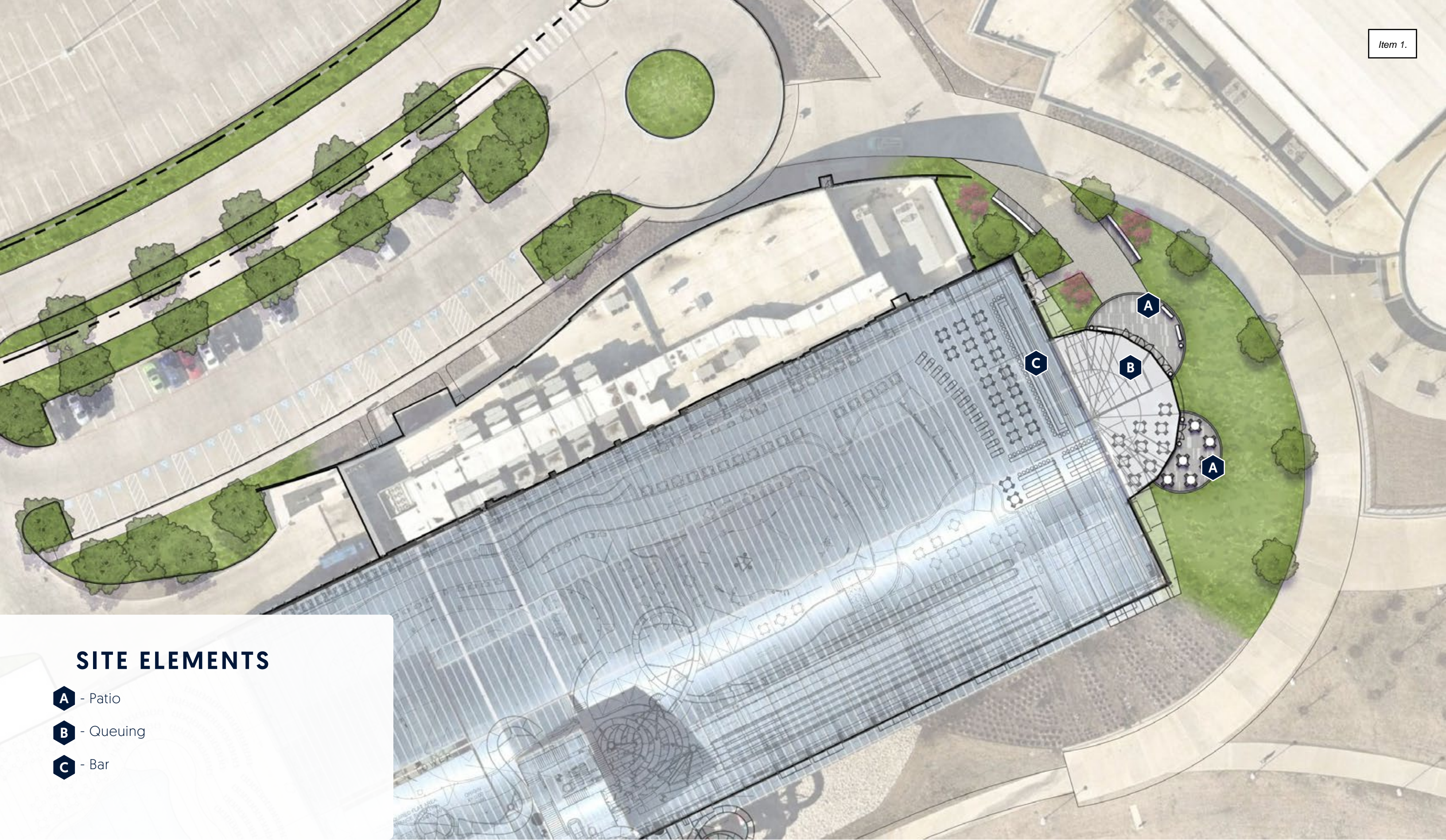


Entryway



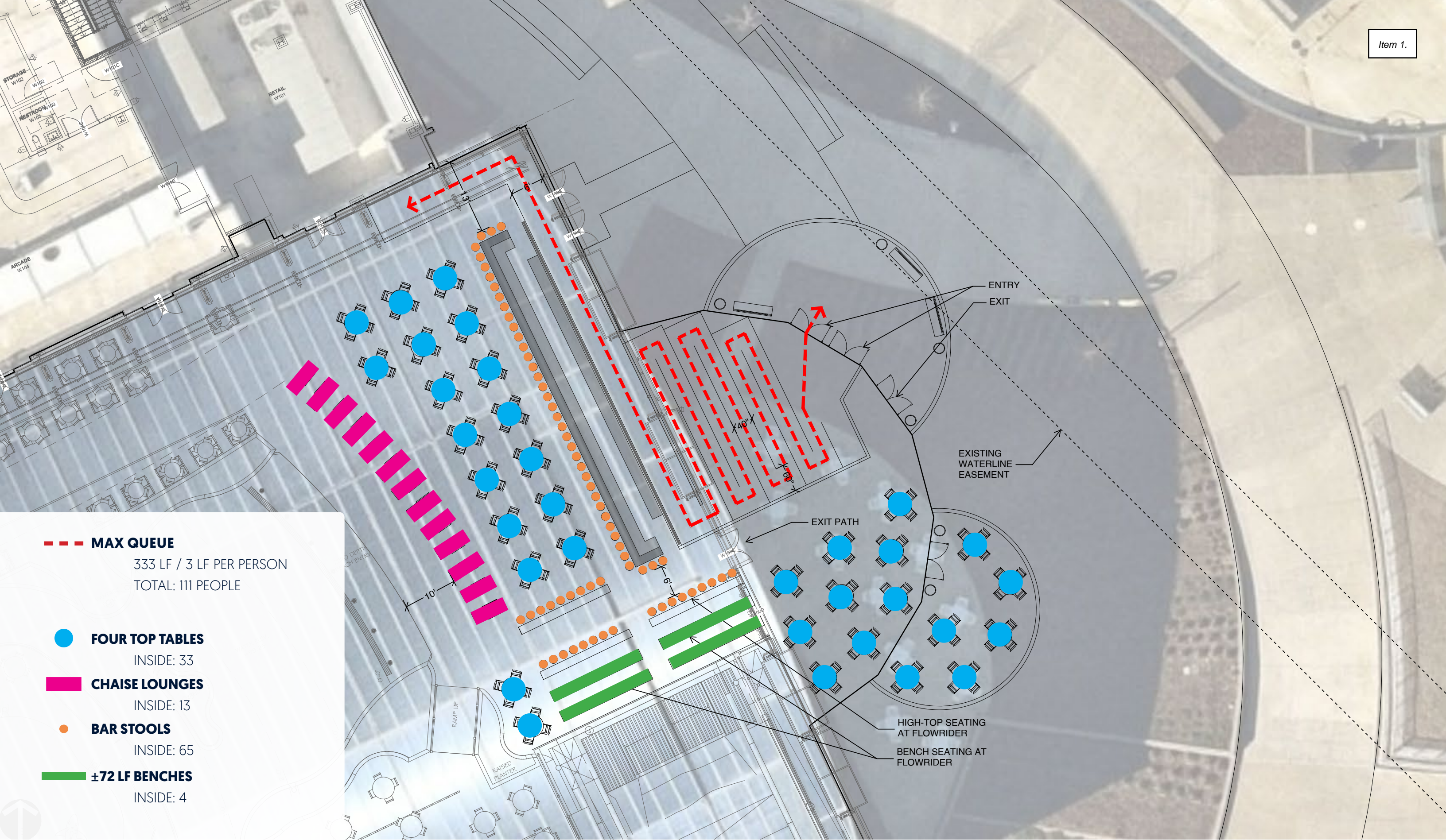






SITE ELEMENTS

- A** - Patio
- B** - Queuing
- C** - Bar



--- MAX QUEUE

333 LF / 3 LF PER PERSON
TOTAL: 111 PEOPLE

● FOUR TOP TABLES

INSIDE: 33

■ CHAISE LOUNGES

INSIDE: 13

● BAR STOOLS

INSIDE: 65

■ ±72 LF BENCHES

INSIDE: 4

ENTRY

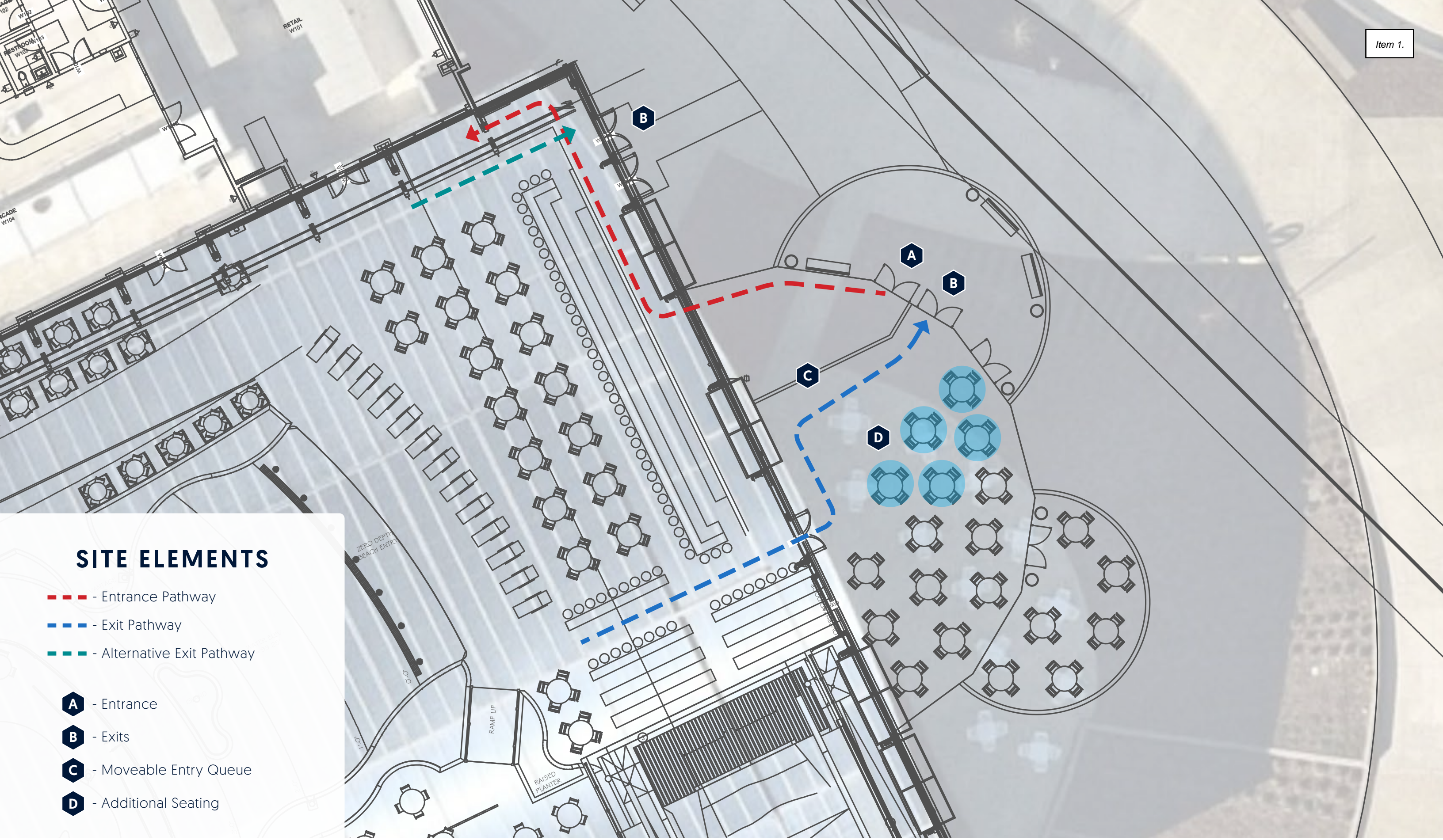
EXIT

EXISTING WATERLINE EASEMENT

EXIT PATH

HIGH-TOP SEATING AT FLOWRIDER

BENCH SEATING AT FLOWRIDER



SITE ELEMENTS

- - - - Entrance Pathway
- - - - Exit Pathway
- - - - Alternative Exit Pathway
- A** - Entrance
- B** - Exits
- C** - Moveable Entry Queue
- D** - Additional Seating



**MARTIN
AQUATIC**
DESIGN & ENGINEERING

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**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022
REQUESTER: Angi Mize
PRESENTER: Angi Mize, Purchasing Manager
TITLE: Cooperative (COOP) Procurement Process Review
RECOMMENDED ACTION: None

ANALYSIS:
Presentation – Plante Moran Process Review

FINANCIAL CONSIDERATION:
None



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022

REQUESTER: Tina Alvarez

PRESENTER: Cole Humphreys, Council Member

TITLE: Minutes of the May 3, 2022 Finance and Government Committee Meeting

RECOMMENDED ACTION: Approve



CITY OF GRAND PRAIRIE
FINANCE AND GOVERNMENT COMMITTEE
 CITY HALL - COUNCIL CHAMBERS
 TUESDAY, MAY 03, 2022 AT 2:30 PM

MINUTES

CALL TO ORDER

Council Member Cole Humphreys called the meeting to order at 2:30 p.m.

PRESENT

Council Member Cole Humphreys
Council Member Kurt Johnson

ABSENT

Chairman Jeff Copeland

STAFF PRESENTATIONS

1. Parks Enterprise Financial Report Update – 2nd Quarter FY2022

Business Operations Manager Leticia Evans presented the Budget to Actuals for Parks. Ms. Evans mentioned the cemetery has sold 88 more burial spaces than last year; noted golf's busiest season is the 3rd and 4th quarters; Epic marketing helped increase revenue; Epic Waters also had an increased revenue; the Uptown Theater renovation is complete and fully staffed; The Summit is on budget and expects memberships to increase by 39% and the Ruthe Jackson Center is doing well and expects revenue to increase with June weddings approaching.

PRESENTED

2. Quarterly Financial Update

Assistant Finance Director Brady Olsen discussed the new monthly quarterly report and provided an update of major spending to date, sales tax revenues, and the overall city portfolio.

PRESENTED

3. Procurement Card Process

Audit Director Thao Vo discussed the Procurement Card Process and Policy. Mr. Vo reviewed the Internal Audit Process and noted additional training would continue.

PRESENTED

CONSENT AGENDA

Council Member Cole Humphreys moved, seconded by Council Member Kurt Johnson to approve items four through eight. The motion carried unanimously.

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

Approved on Consent Agenda

5. Ordinance adopting the Housing Administration (Fund 3001) and Housing Choice Voucher (Fund 3002) operating budgets for calendar year 2022 and Fiscal year 2021-2022. This budget includes the addition of 1 (one) Housing Enforcement Office Assistant Position and 2 (two) Housing Enforcement Officer Positions in response to the exceptional increase in inspections related to Chapter 28 of the City's Multi-Family Code. Additionally, allocating, approving, and authorizing the expenditure of \$102,660.70 for the purchase of (3) three new vehicles from Caldwell Country Chevrolet

Approved on Consent Agenda

6. Contract Amendment No. 1 to Halff Associates, Inc. to the Professional Engineering Services contract for additional survey services, preparation of construction plans for the selected drainage option and construction phase services on the Miscellaneous Drainage Projects between Tanbark Court and Sequoia Drive in the amount of \$50,178

Approved on Consent Agenda

7. Change Order No. 4 for the Great Southwest Nature Park with William H. Company LLC in the amount of \$85,142.68 for labor/equipment/fuel/insurance cost increases for the remaining work to be completed as well as material cost increases, including concrete, rebar, lumber, trucking, and fuel relating from work stoppage/delays/ access restrictions and resequencing or work due to Union Pacific Railroad change order logistical demands

Approved on Consent Agenda

8. Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Amendment No. 1 with Halff Associates, Inc. to provide professional services for the IH-30 Corridor Beautification in the amount of \$88,000

Approved on Consent Agenda

ITEMS FOR INDIVIDUAL CONSIDERATION

9. Ordinance amending the FY21-22 Capital Improvement Project Budget; Construction Contract with Thatch Engineering in the amount of \$193,054; Budget Allowance of \$15,000 for new building signage and \$20,000 for material cost escalation, with a Construction Contingency of \$11,400 (5%); total funding request in the amount of \$239,454 for exterior façade waterproofing and aesthetic enhancements to the Housing and Municipal Court buildings associated with the City Hall campus

Senior Building and Construction Projects Manager Andy Henning advised that in an effort to continue to beautify and extend the life of the existing municipal facilities associated with the City Hall campus, exterior façade improvements consisting of waterproofing replacement, material upgrades/repair, and aesthetic enhancements have been proposed for the Housing and Municipal Court buildings.

The overall funding request in the amount of \$239,454 consists of the following projected expenditures:

- a) Construction Contract with Thatch Engineering (TIPS Contract #211001) in the amount of \$193,054 for the exterior façade waterproofing replacement, material upgrades/repair, and aesthetic enhancements*
- b) Budget Allowance of \$15,000 for new building signage*
- c) Budget Allowance of \$20,000 for material cost escalation*
- d) Construction Contingency of \$11,400 (5% of the total of the above three line items)*

Council Member Humphreys asked Deputy City Manager Cheryl De Leon if a mural could be considered on the wall located at the corner of 2nd and Main Street. Ms. De Leon made a note of the request for further consideration by City Council.

Council Member Johnson inquired on the process used to award this projects to and asked specifically if this project was awarded to Thatch Engineering based on previous city project relationship. Mr. Henning said Thatch Engineering was chosen after discussion with facilities on worked performed by this company. Council Member Humphreys said his preference is to give projects to vendors they are familiar with. Council Member Johnson said the process should be fair. Mr. Henning said this project could go out for bid but would incur a cost of \$15,000 to do so.

Council Member Humphreys agreed with Council Member Johnson's request noting the Finance and Government committee recommends this item be brought to City Council for review and discussion before any decisions are made.

10. BrandEra Change Order #2 increase by \$130,000 annually for three years for Parks event marketing and advertising

Parks, Arts and Recreation Director Duane Strawn along with Marketing and Communications Director Amy Sprinkles presented this item to the committee noting the city extended an RFP in summer 2019 and awarded a contract with renewals to BrandEra for its DFW ad campaign, Live Life Grand. All spending stopped in March 2020 due to the pandemic and remained on hold while the HTMT budget recovered. We were able financially to renew funding the work in the 2021-2022 budget. In addition to the Live Life Grand advertising, the Parks Department would like to amend the contract to include up to \$130,000 annually for the remaining three years. These funds will be designated for public relations and advertising for Main Street Fest, Prairie Lights, and other events or programs as appropriate and needed. With this change order, the contract will increase from \$525,000 to \$655,000 annually, as budgets allow. The five-year total will increase from \$1,625,000.00 to \$1,865,000.

Council Member Johnson asked if amendment to this contract is \$130,000 annually for the remaining three years. Mr. Strawn confirmed it could be up to this amount.

Council Member Johnson moved, seconded by Council Member Humphreys to bring this item forward to city council for final approval. The motion carried unanimously.

11. Ordinance amending the FY 2021/2022 Capital Improvement Projects Budget: Contract with SpawGlass in the amount of \$165,989.29 and approve a 5% contingency of \$8,299.46 for a total cost of \$174,288.75 for the Summit soffit repair through a cooperative agreement with Buyboard

Parks, Arts and Recreation Director Duane Strawn informed the committee that since late 2018, the Summit has experienced significant facility related complications surrounding the Natatorium and roof. The department contracted a forensics investigation, worked with consultants, and continues to work with structural engineers on exploratory assessments to repair the soffit panels adjacent to the natatorium, where moisture over time caused premature deterioration of roof structures surrounding the natatorium areas at The Summit.

In May of 2021, the city executed a multi-phase exploratory professional services contract, with Walter P. Moore (WPM) that required WPM to provide repair recommendations of the metal panel soffit adjacent to the Natatorium, remedial replacements of the cavity, and replacement of the soffit assembly. Additionally, WPM was contracted to provide the scope work and plans, the proper construction documents for the repairs and reclud of metal on the north elevation of the Summit, as well as oversee the construction administration.

Council Member Humphreys inquired on the lifespan on this improvement. Mr. Strawn said the improvement would greatly extend the lifespan. Council Member Johnson moved, seconded by Council Member Humphreys to bring this item forward to city council for their consideration. The motion carried unanimously.

12. Construction Manager at Risk (CMAR) contract with Dean Electric, Inc. dba Dean Construction for pre-construction management services for the Tyre Park Improvements Phase 1 in the amount of \$0 and approve a construction service fee of 3.5% to be applied at a later time to the actual approved construction costs for the work

Parks, Arts and Recreation Duane Strawn informed the committee that he would present items twelve and thirteen together as they both relate to Tyre Park. Mr. Strawn advised that Dean Construction met all requirements and is being recommended for the Pre-Construction CMAR contract award for Tyre Park Improvements Phase I. Council Member Humphreys inquired on why Dean Construction was chosen for this project. Mr. Strawn replied Dean Construction was selected based on references and approval from City Council and the Finance and Government Committee. Council Member Humphreys inquired how many phases are being considered for this project. Mr. Strawn said 4-5 phases.

Council Member Johnson moved, seconded by Council Member Humphreys to bring forward agenda items twelve and thirteen to city council for their consideration. The motion carried unanimously.

13. Professional services contract with Parkhill/Shrickel Rollins, Inc. in the amount of \$246,500 and approve a 5% contingency of \$12,325 for a total cost of \$258,825 for Phase 1 construction documentation and construction administration services for Tyre Park

Council Member Johnson moved, seconded by Council Member Humphreys to bring forward agenda items twelve and thirteen to city council for their consideration. The motion carried unanimously.

14. Price Agreement for EpicCentral marketing plan and advertising from Pyro Brand Development LLC. The initial agreement, in the amount of \$1,500,000, will contain the initial one-year term plus a five-month extension to allow fiscal year alignment; and includes the option to renew for three (3) additional one-year periods totaling \$6,000,000 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Parks, Arts and Recreation Director Duane Strawn and Deputy City Manager Cheryl De Leon in July 2021, City Council approved an agreement with Pyro Brand Development LLC for "Phase 1" of RFP# 21030 to develop the brand for EpicCentral which has recently been completed. The newly developed brand includes a brand vision, positioning statement, personality, and affiliation, as well as a new logo with tagline, brand/style standards, and a strong foundation for a marketing strategy and plan. EpicCentral has been given a goal of becoming a "Top 5 destination in Dallas-Fort Worth", and staff believes that a strong and competitive marketing spend is both justified and necessary in this extremely competitive market.

Through extensive research of the market, strong industry knowledge, competitor analysis, guidance from media planning and advertising experts, and with the latest schedule of venue openings in mind, Pyro Brand Development has developed a plan for "Phase 2" (of RFP# 21030) to include KPI and goal setting, brand planning, project management, annual marketing plans, production of core creative assets, implementation of core marketing strategies and tactics, facilitating and nurturing cooperative marketing across properties, formulating ways to improve EpicCentral selling proposition vs. the sea of competitors, and measuring ROI and reporting on marketing performance.

The initial agreement, for a term of 17 months allowing for alignment with fiscal year calendars, will include the first portion of advertising and includes the core architecture and creation of major assets needed to carry out the remainder of the proposed media plan. Future renewals will include a progressively larger percentage of purchased media necessary to establish and ultimately maintain Epic Central's status as a top destination in DFW

Council Member Humphreys asked when the first billboard be seen. Ms. De Leon replied Spring 2023. Council Member Humphreys inquired on the funding source and Council Member Johnson asked how has this been paid. Ms. De Leon responded this would be paid from the operating fund. Council Member Johnson inquired when the contract would expire. Ms. De Leon said the contract would expire in May 2023.

Council Member Johnson moved, seconded by Council Member Humphreys to bring forward this item to city council for their consideration. The motion carried unanimously.

EXECUTIVE SESSION

No Executive Session Held

CITIZEN COMMENTS

No citizen comments.

ADJOURNMENT

Council Member Cole Humphreys adjourned the meeting at at 3:51 p.m.

The foregoing minutes were approved at the June 7, 2022, Finance and Government Committee meeting.

Council Member Cole Humphreys



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022

REQUESTER: Steve Plumer

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

TITLE: Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 1 with Fast General Contracting for additional piers, drainage, irrigation repair, drilling additional pier depth for 13 piers, and additional concrete and steel rebar in the amount of \$60,000 (\$49,934 for Change Order No. 1 and remaining funds of \$10,066 for replacement turf and landscape and ornamental features as necessary) for a total project cost of \$447,450

RECOMMENDED ACTION: Approve

ANALYSIS:

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

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

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

Change Order/Amendment No. 1 in the amount of \$49,934 will allow for the labor, materials, and equipment for these additional construction items. The additional amount of \$10,066 will be used to recover the grounds around the fence area once the project is complete and will include replacement turf and landscape and ornamental features as necessary.

This item was presented to the Finance and Government Committee on June 7, 2022 and was recommended for approval by City Council.

FINANCIAL CONSIDERATION:

Funding for the Grand Prairie Memorial Gardens Perimeter Wall Improvements project is available by approving an ordinance transferring and appropriating a total of \$60,000 (\$49,934 for Change Order No. 1 and remaining funds of \$10,066 to be used for replacement turf and landscape and ornamental features as necessary) from the unobligated fund balance in the Cemetery Operating Fund (3190) to the Cemetery Capital Project Fund (316310), WO #02113303 (Grand Prairie Memorial Gardens Perimeter Wall Improvements).

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$60,000 FROM THE UNOBLIGATED FUND BALANCE IN THE CEMETERY OPERATING FUND (3190) TO THE CEMETERY CAPITAL PROJECT FUND (316310), WO #02113303 (GRAND PRAIRIE MEMORIAL GARDENS PERIMETER WALL IMPROVEMENTS).

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

SECTION 1. THAT the FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET be amended by transferring and appropriating \$60,000 from the unobligated fund balance in the Cemetery Operating Fund (3190) to Cemetery Capital Project Fund (316310), WO #021133(03) (Grand Prairie Memorial Gardens Perimeter Wall Improvements).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, JUNE 21, 2022.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 06/07/2022

REQUESTER: Megan Mahan

PRESENTER: Megan Mahan, City Attorney

TITLE: A Resolution Suspending the June 17, 2022 Effective Date of Oncor Electric Delivery Company's Rate Change To Permit the City Time to Study the Request and to Establish Reasonable Rates

RECOMMENDED ACTION: Approve

ANALYSIS:

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month.

The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend

the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The City of Grand Prairie, Texas is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in

settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

FINANCIAL CONSIDERATION:

None

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Grand Prairie a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Grand Prairie is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”) and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

Section 1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 2. As indicated in the City’s resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 3. That the City’s reasonable rate case expenses shall be reimbursed by Oncor.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 7TH DAY OF JUNE 2022.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/07/2022

REQUESTER: Ryan Simpson

PRESENTER: Daniel Scesney, Chief of Police

TITLE: Change Order #1 in the amount of \$56,400 for an initial one-year term, and \$56,400 annually thereafter, for eight additional one-year terms, for a total of \$507,600, to add equipment and services for newly created Police Officer positions to price agreement with Axon, Inc

RECOMMENDED ACTION: Approve

ANALYSIS:

On July 13, 2021, Council awarded an annual price agreement for the purchase of Police technology and services to Axon, Inc. for a total amount of \$14,650,150.

On May 3, 2022, Council approved the creation of ten new Police Officer positions and approved a related budget amendment for their salaries and equipment.

The recently approved new Police Officer positions use various Axon equipment and services (body cameras, Tasers, evidence storage licenses, etc.) in the course of their duties. This proposed change order will procure the needed equipment and services for these new positions. The original agreement with Axon includes price protection for future additions. This proposed change order matches the pricing, terms, and remainder of the duration of the original agreement.

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

FINANCIAL CONSIDERATION:

Funds are available in FY 2022 Community Policing Fund budget. Funding for future fiscal years will be paid from that year's approved budgets.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022

REQUESTER: Mona Lisa Galicia

PRESENTER: Cheryl De Leon, Deputy City Manager

TITLE: Elected Official Allowances

RECOMMENDED ACTION: Approve



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 06/07/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Assistant Finance Director

TITLE: A resolution of the City of Grand Prairie, Texas approving and authorizing an agreement with the Texas Municipal Retirement System pertaining to the City of Grand Prairie, Texas, General Obligation Pension Bonds

RECOMMENDED ACTION: Approve

ANALYSIS:

The city has the opportunity to issue pension obligation bonds to refinance its unfunded actuarial liability at a lower interest rate. This should allow an annual savings of at least \$300,000 over the next 15 years dependent on interest rates. Both F&G and Council will consider the initial contract with TMRS on June 7th. The TMRS board will then consider the contract on June 23rd. At the June 21st City Council meeting, the Council would consider a parameters ordinance to issue the debt dependent on the approval of the contract and favorable interest rates.

F&G previously considered the concept of pension obligation bonds at the April 5th Finance and Government Committee meeting and recommended staff pursue the option.

FINANCIAL CONSIDERATION:

The city should expect a \$300,000 annual savings with a future debt issuance.

BODY:

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS APPROVING AND AUTHORIZING AN AGREEMENT WITH THE TEXAS MUNICIPAL RETIREMENT SYSTEM PERTAINING TO THE CITY OF GRAND PRAIRIE, TEXAS, GENERAL OBLIGATION PENSION BONDS

WHEREAS, pursuant to City Ordinance No. 1026 dated October 3, 1955, the City became a participating municipality in the Texas Municipal Retirement System ("TMRS") for the benefit of its employees effective as of December 1, 1955; and

WHEREAS, the City Council expects to adopt an ordinance authorizing the City to issue one or more series of City of Grand Prairie, Texas, General Obligation Pension Bonds (the “Bonds”) pursuant to Chapter 107, Texas Local Government Code, as amended (“Chapter 107”) for the purpose of funding all or any part of the unfunded actuarial accrued liabilities owing to TMRS; and

WHEREAS, Section 107.003 of Chapter 107 requires that, before authorizing issuance and delivery of the Bonds, the City Council must enter into a written agreement with the Board of Trustees of TMRS (the “Board”), which written agreement (the “TMRS Agreement”) “must state the amount of the unfunded liability and the date or dates on which the public pension fund will accept the net proceeds of the obligations to be issued in payment of all or a portion of the unfunded liability”; and

WHEREAS, the City desires to enter into the TMRS Agreement in compliance with Chapter 107 and relating to the issuance of the Bonds.

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

SECTION 1: The recitals set forth in the preamble of this Resolution are true and correct in all material respects.

SECTION 2: The City Council of the City hereby approves the TMRS Agreement in substantially the form and content of Exhibit A attached hereto and incorporated herein by reference as a part of this resolution for all purposes. Each of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, and Chief Financial Officer are hereby authorized to act on behalf of the City Council to approve all final changes to the TMRS Agreement, and the Mayor or Mayor Pro Tem are hereby authorized to execute and deliver the TMRS Agreement.

SECTION 3: It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 7th DAY OF JUNE, 2022.

AGREEMENT REGARDING CITY PENSION OBLIGATION BONDS

This AGREEMENT REGARDING CITY PENSION OBLIGATION BONDS (the “Agreement”) is entered into by and between the Board of Trustees (“Board”) of the Texas Municipal Retirement System, a Texas public retirement system (“TMRS”), and the City Council (“City Council”) of the City of Grand Prairie, Texas (“City”), and will be effective for all purposes as of the date this Agreement is signed by the latter party to do so below (the “Effective Date”).

WHEREAS, pursuant to City Ordinance No. 1026 dated October 3, 1955, the City became a participating municipality in TMRS for the benefit of its employees effective as of December 1, 1955; and

WHEREAS, the City Council expects to adopt an ordinance authorizing the City to issue one or more series of City of Grand Prairie, Texas, General Obligation Pension Bonds (the “Bonds”) pursuant to Chapter 107, Texas Local Government Code, as amended (“Chapter 107”) for the purpose of funding all or any part of the unfunded actuarial accrued liabilities owing to TMRS; and

WHEREAS, Section 107.003 of Chapter 107 requires that, before authorizing issuance and delivery of the Bonds, the City Council must enter into a written agreement with the Board, which written agreement “must state the amount of the unfunded liability and the date or dates on which the public pension fund will accept the net proceeds of the obligations to be issued in payment of all or a portion of the unfunded liability”;

NOW THEREFORE, the City Council and the Board enter into this Agreement pursuant to Section 107.003 of Chapter 107, as follows:

1. The Board certifies that:
 - (a) TMRS is a statewide public retirement system qualified under section 401(a) of the Internal Revenue Code of 1986, as amended (the “IRC”), providing retirement, disability, and death benefits to active and retired employees of municipalities that participate in TMRS; and
 - (b) TMRS is not:
 - (i) a program that provides only workers’ compensation benefits;
 - (ii) a program administered by the federal government;
 - (iii) a plan described by IRC Section 401(d);
 - (iv) an individual retirement account consisting of an annuity contract described by IRC Section 403(b);
 - (v) an individual retirement account as defined by IRC Section 408(a);
 - (vi) an individual retirement annuity as defined by IRC Section 408(b);
 - (vii) an eligible deferred compensation plan as defined by IRC Section 457(b); or
 - (viii) a program for which benefits are administered by a life insurance company or for which the only funding agency is a life insurance company.

2. The City Council and the Board acknowledge and agree that the City has a Unfunded Actuarial Accrued Liability owing to TMRS in the amount of \$76,831,209 as of the December 31, 2021, TMRS actuarial valuation (the “2021 UAAL”).
3. The City Council acknowledges and agrees that:
 - (a) the 2021 UAAL calculation was done by TMRS’ consulting actuaries, Gabriel, Roeder, Smith & Company (“GRS”) and was approved by the TMRS Board at its May 26, 2022, meeting;
 - (b) the full actuarial valuation report can be found on the TMRS website at: https://www.tmr.com/down/Actuarial_Valuations/2021_Actuarial_Valuation.pdf
 - (c) the City’s individual rate letter as provided by TMRS is attached hereto as **Exhibit A**;
 - (d) the City has requested to make a lump sum employer contribution to TMRS in the amount of \$[_____] to fund a portion of the 2021 UAAL from proceeds of the Bonds on the closing date of the Bonds, which shall be on or before December 31, 2022;
 - (e) the remaining portion of the 2021 UAAL equals \$[_____] and shall be referred to as the “Prior Service Portion” for purposes of this Agreement;
 - (f) the City desires to fund the Prior Service Portion from the proceeds of the Bonds through the payment of the Prior Service Portion of its required employer contributions for the time period [_____], 2022, through [December 31, 2023] from monthly deposits to TMRS pursuant to an escrow agreement (the “Escrow Agreement”) between the City and The Bank of New York Mellon Trust Company, N.A. as escrow agent (the “Escrow Agent”); provided, however, that the City shall remain responsible for paying to TMRS any portion of the Prior Service Portion of the required employer contribution rate that is not covered by the payments made pursuant to the Escrow Agreement;
 - (g) attached as **Exhibit B** is the City’s schedule of estimated monthly payments for the Prior Service Portion;
 - (h) the deposit of \$[_____] pursuant to Section 3(d) hereof and the deposit of \$[_____] pursuant to Section 3(e) hereof [equals the 2021 UAAL]; and
 - (i) the monthly payments made by the Escrow Agent to TMRS pursuant to the terms of the Escrow Agreement shall be in furtherance of payment of the Prior Service Portion, which Prior Service Portion will be calculated by the City as a percentage of payroll based on the Prior Service Portion of the City’s applicable required employer contribution rates for 2022 and 2023 calculated by GRS. The proceeds of the Bonds deposited pursuant to the Escrow Agreement shall be for the benefit of TMRS and used solely for the purpose of funding the Prior Service Portion; provided, all amounts remaining in the Escrow Fund in December 2023 shall be

deposited with TMRS in December 2023 even if such amounts are in excess of the actual amounts required to be deposited in December 2023 based on the Prior Service Portion calculated as a percentage of payroll of the City's required employer contribution rate for December 2023 calculated by GRS.

4. The Board acknowledges and agrees that:
 - (a) The Board agrees to accept the deposits set forth in Sections 3(d), 3(f) and 3(i) hereof when made;
 - (b) The Board has fiduciary responsibility for the assets of TMRS and has the duty to oversee the investment and expenditure of the assets of TMRS; and
 - (c) The Board agrees that such deposits, when made, shall be applied to the City's 2021 UAAL as determined in the annual actuarial valuation performed by TMRS' actuary.

5. The City Council and the Board acknowledge and agree that, under Section 855.4065 of the "TMRS Act" (Title 8, Subtitle G, Chapters 851-855 of the Texas Government Code) and "TMRS Rule" §125.6 (Title 34, Part 6, Chapter 125, Texas Administrative Code), the City may make a lump sum employer contribution, in the above amount requested by the City, to TMRS on or before December 31, 2022, to be deposited in the City's account in the TMRS Benefit Accumulation Fund ("BAF").

6. The City Council further acknowledges and agrees, for itself and on behalf of the City, that:
 - (a) TMRS Act §855.4065 and TMRS Rule §125.6 only authorize a lump sum employer contribution in addition to, not in substitution of, the monthly contributions the City is actuarially required to make to TMRS under the TMRS Act;
 - (b) in accordance with TMRS Rule §125.6, any such lump sum employer contribution deposited in the City's BAF account will be held in trust by TMRS and cannot be returned to the City;
 - (c) the City's required monthly employer contributions to TMRS, which include a portion attributable to the Prior Service Portion, must continue to be made during the remainder of calendar year 2022, as well as all of calendar year 2023, and in any future year or years that the TMRS actuaries determine an employer contribution is required under the terms of the TMRS Act;
 - (d) the City must still contribute its required monthly employer contributions to TMRS based on the full actuarially determined contribution rate of 17.23% and 17.73% for calendar years 2022 and 2023, respectively, and these rates reflect rates for both the TMRS retirement plan and the supplemental death benefit plan selected by the City under the TMRS Act;

- (e) because there is a one year lag between the TMRS actuarial valuation date and when the City employer contribution rates become effective, any lump sum employer contribution made in calendar year 2022 would first impact the City’s calendar year 2023 employer contribution rates and first be reflected in the City’s prior service portion contribution rate for 2023 as determined in the December 31, 2021, TMRS actuarial valuation; and
- (f) even if the City makes one or more lump sum employer contributions, the City will also be required to contribute the full actuarially determined employer contribution rate for future years beyond 2022.

7. In any lawsuit or legal dispute arising from the operation of this Agreement, the parties agree that the laws of the State of Texas shall govern, without regard to the principles of conflicts of laws. Subject to TMRS’ sovereign immunity, to the extent it is necessary to resolve any dispute under this Agreement in a court, and if resolution by a court is consistent with the provisions hereof, courts of the State of Texas shall have jurisdiction over any and all disputes between the parties hereto, whether in law or equity, and exclusive venue in any such dispute shall be laid in Travis County, Texas.

8. This Agreement may be amended only by a written instrument executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

CITY COUNCIL OF THE CITY OF
GRAND PRAIRIE, TEXAS

BOARD OF TRUSTEES OF THE TEXAS
MUNICIPAL RETIREMENT SYSTEM

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A
CITY OF GRAND PRAIRIE RATE LETTER

EXHIBIT B
SCHEDULE OF ESTIMATED MONTHLY PAYMENTS



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022

REQUESTER: Cathy Patrick, Chief Financial Officer

PRESENTER: Cathy Patrick, Chief Financial Officer

TITLE: A resolution amending the American Rescue Plan Budget

RECOMMENDED ACTION: Approve

ANALYSIS:

The City Council approved a resolution on September 7, 2021, allocating ARPA funds to various projects throughout the City. On November 16, 2021, the budget was amended to provide \$100,000 to Alliance for Children for building expansion. On December 14, 2021, the budget was amended to provide \$600,000 for mobile generators.

The City has received \$2 million for Tyre Park improvements from a Texas Parks and Wildlife grant and has applied to Tarrant County for an additional \$2 million grant. As a result, we proposed reallocating \$500,000 to Turner Park and \$500,000 to Mi Familia Park.

The City proposes reducing the budget for Mountain Creek Retirement Living Center from \$2,500,000 to \$2,000,000 based on current information.

The City proposes creating three new budgets for projects from unallocated contingency. The first project is \$1,000,000 for Alley Maintenance. The second project is \$300,000 for Downtown improvements. The third project is \$50,000 for Purchasing initiatives.

FINANCIAL CONSIDERATION:

Funding is available in the Grant Fund 3005.

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE \$18,354,828 IN FUNDS RECEIVED FROM THE AMERICAN RESCUE PLAN ACT TO BE REALLOCATED AND EXPENDED AS PROPOSED

WHEREAS, the City of Grand Prairie has received \$18,354,828 in funding through the American Rescue Plan Act;

WHEREAS, this funding allows the City of Grand Prairie to improve areas in public health, negative economic impact due to COVID-19, serve disproportionately impacted areas, improve infrastructure, allow revenue replacement, and pay for related administrative costs;

WHEREAS, the proposed projects outlined in Exhibit “A” are necessary due to multiple impacts from COVID-19 to 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, approves and authorizes the ARPA funds to be expended, as proposed in Exhibit “A” as of June 21, 2022.

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 21st DAY OF JUNE, 2022.

Exhibit A

ARPA Projects

As of May 20, 2022

Projects	2021 Adopted Budget	Proposed Budget	Current Expenditures
Mountain Creek Retirement Living Center	\$ 2,500,000	\$ 2,000,000	\$ -
Building Block Replenishment Community Revitalization	\$ 1,000,000	\$ 1,000,000	\$ 26,945
Transportation Monitor Center	\$ 1,300,000	\$ 1,300,000	\$ 25,992
Radial Café Equipment	\$ 100,000	\$ 100,000	\$ 14,750
Bella Vista	\$ 5,500,000	\$ 5,500,000	\$ 5,483,583
Food and Rental Assistance	\$ 500,000	\$ 500,000	\$ 1,000
Turner Park	\$ 1,500,000	\$ 2,000,000	\$ 39,840
Fish Creek Linear Park	\$ 500,000	\$ 500,000	\$ -
Lynn Creek Parkway	\$ 400,000	\$ 400,000	\$ 31,729
Mi Familia Park	\$ 1,000,000	\$ 1,500,000	\$ -
Britton Park	\$ 1,000,000	\$ 1,000,000	\$ -
Hill Street Park	\$ 500,000	\$ 500,000	\$ -
Tyre Park*	\$ 1,000,000	\$ -	\$ -
Alliance For Children	\$ 100,000	\$ 100,000	\$ -
Generators	\$ 600,000	\$ 600,000	\$ -
Alley Maintenance	\$ -	\$ 1,000,000	\$ -
Downtown	\$ -	\$ 300,000	\$ -
Purchasing Initiatives	\$ -	\$ 50,000	\$ -
Total	\$ 17,500,000	\$ 18,350,000	\$ 5,623,839
ARPA Funding Received	\$ 18,354,828	\$ 18,354,828	\$ 18,354,828
Contingency	\$ 854,828	\$ 4,828	\$ 12,730,989

*Tyre Park received \$2,000,000 Texas Parks & Wildlife grant and expects additional Tarrant County grant



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/07/2022

REQUESTER: Steve Plumer, Park Planning and Development Manager

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

TITLE: Ratify a grant application for participation in the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) in the amount of \$2,000,000 for Tarrant County Community Programs Grant for Phase II Tyre Park Redevelopment

RECOMMENDED ACTION: Approve

ANALYSIS:

The American Rescue Plan Act (ARPA), signed into law on March 11, 2021, established the State and Local Fiscal Recovery Fund (SLFRF) to provide State, territorial, local, and Tribal units of government with federal grant dollars to facilitate a localized response to a wide array of negative socioeconomic impacts resulting from the COVID-19 pandemic.

The Tarrant County Commissioners Court is the governing body for Tarrant County and is charged with administering the SLFRF funds to promote the highest and best use of funds received through the American Rescue Plan Act. As such, the Tarrant County Commissioner's Court announced a call for proposals from area nonprofits, local government, and quasi-government agencies with an application deadline of May 16, 2022. Grand Prairie was unaware of the call for proposals until May 6th, 2022. After receiving notice of the availability of these funds and opportunity to submit a proposal, the Parks, Arts and Recreation Department determined it would submit a proposal for funds to support the continued redevelopment of Tyre Park (located in Tarrant County) for design and construction of Phase II. Due to the time constraints identified above, pre-approval from City Council for the proposal submission was unavailable.

On May 12, 2022, the Parks, Arts and Recreation Department submitted its proposal to the Tarrant County Administrator's Office in conformity with the community needs identified within three Focus Areas: Focus Area 2: Improve Public Health and Wellness; Focus 3: Revitalize the Economy; and Focus 4: Strengthen the Community. The request was for \$2,000,000. If funds are awarded, all funds must be expended by December 31, 2024, and there is no matching requirement from the City of Grand Prairie; however, the current Texas Parks & Wildlife Grant for Tyre Park Improvements in the amount of \$2,000,000 previously awarded to the city of Grand Prairie (approved by City Council on October 12, 2021), is considered as a matching source of funds.

TYRE PARK PHASE I COUNCIL ACTION HISTORY:

On October 12, 2021, City Council approved a professional services contract with Parkhill/Schricket Rollins, Inc. for Master Planning services for the redevelopment of Tyre Park.

On May 17, 2022, the City Council approved an architectural design contract with Parkhill Schrickel Rollins for professional design services for Phase I redevelopment of Tyre Park. Parkhill Schrickel Rollins will provide professional design services including plan development, site engineering, bidding and negotiations, construction administration and project close-out.

On May 17, 2022, the City Council approved a Construction Manager at Risk (CMAR) contract with Dean Electric, Inc. dba Dean Construction for the Pre-Construction CMAR services for Tyre Park Phase I.

If successful in the application of the grant, the funding will go towards the design and construction of Tyre Park Phase II.

FINANCIAL CONSIDERATION:

There is no financial impact at this time.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/07/2022

REQUESTER: Venona McGee

PRESENTER: Douglas Taylor, Director – Water Department

TITLE: Price Agreement for Grass Sod & Seed Replacement from Greycon Inc. dba Grey Construction. (up to \$66,500.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$332,500.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options up to \$16,625 (25%) 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 price agreement will be utilized to make repairs to private customer irrigation systems, which have been damaged by City work crews while making repairs and routine maintenance to City facilities located in the city right-of-way.

Notice of bid #22082 was advertised in the Fort Worth Star-Telegram and Public Purchase; it was distributed to twenty-two vendors including two Grand Prairie vendors and ten HUBs. One bid was received as shown in attachment A.

The low bid received from Greycon, Inc. dba Grey Construction meets specifications and is recommended for award. Greycon is certified by the State of Texas as a HUB vendor.


FINANCIAL CONSIDERATION:

Funds are available in FY 2020/2021 Water/Wastewater Operating Fund, Wastewater Maintenance 361111, Sanitary Sewer Maintenance 63020, Water Distribution 361211, and Water Mains 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.

GRASS SOD & SEED REPLACEMENT

RFB #22082

TABULATION

		Bid Tabulation Grass Sod & Seed Replacement RFB #22082		Greycon Location	
Item	Description	QTY	UOM	Unit Price	Extended Price
1	TIF Bermuda Grass Sod	3200	SY	5.00	16,000.00
2	St. Augustine Sod	3200	SY	6.00	19,200.00
3	Annual Ryegrass Seed 50 lb. bags	80	BAG	155.00	12,400.00
4	Common Bermuda Seed	20	BAG	595.00	11,900.00
5	TIF Bermuda Grass Seed	10	BAG	650.00	6,500.00
6	Delivery Fees (if any) Not to exceed \$500.00 Annually	1	Fee	500.00	500.00
	Total				\$ 66,500.00



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022

REQUESTER: George Fanous

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

TITLE: Professional Engineering Contract with EJES, Inc. for Old Davis Road Reconstruction in the amount of \$315,812

RECOMMENDED ACTION: Approve

ANALYSIS:

This contract provides for engineering and surveying services for the reconstruction of approximately 3,000 linear feet of 2 lane asphalt roadway to 3 lane concrete roadway with curb and sidewalks from Proposed new Davis Road realignment to St. Paul Road underpass at US 287. This contract also provides for underground drainage facilities, cross culverts, and demolition of old roadway. Proposed roadway design will be coordinated with current designs of adjacent subdivision. EJES, Inc. will coordinate with TxDOT at St. Paul underpass to obtain TxDOT driveway permit.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Engineering services. EJES, Inc. was selected for this project due to their previous experience on various projects. EJES, Inc. is also a Minority Business Enterprise and a Historically Underutilized business.

The Davis Road new alignment was approved for funding as part of the Street Capital Projects Fund for FY22 during the yearly budget process.

Design services will be scheduled to start in July 2022 and completed in April 2023 with anticipated one year construction period.

FINANCIAL CONSIDERATION:

Funding in the amount of \$315,812 is available in Street Capital Projects Fund (400192) W.O. #02207001 (Davis Road New Alignment-Design and Construction).

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 / 02207001

Project Title: Davis Road New Alignment

Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Prof Engineering 61041	\$1,185,600	\$1,185,600	\$0	\$1,185,600	\$1,185,600
Labor 68999	\$62,400	\$62,400	\$0	\$62,400	\$62,400
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$1,248,000	\$1,248,000	\$0	\$1,248,000	\$1,248,000



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/07/2022

REQUESTER: George Fanous

PRESENTER: Gabe Johnson, Director of Public Works and Engineering. Walter Shumac, Director of Transportation Services, Romin Khavari, City Engineer

TITLE: Ordinance amending the FY21-22 Capital Improvement Projects Budget; Professional Engineering Contract with Halff Associates, Inc. for Great Southwest Parkway Extension from Ave K to Fountain Parkway in the amount of \$394,400

RECOMMENDED ACTION: Approve

ANALYSIS:

This contract provides for engineering and surveying services for the development of schematics for Great Southwest Parkway, conducting noise study and preparing bid documents for the construction of a noise wall at an industrial development north of Avenue K; it also provides for Drainage alternative feasibility study due to flooding issues downstream of the project area.

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

Design services for this project will be scheduled to start in July 2022 and completed in May 2023 with anticipated Bidding and construction period of nine (9) months

FINANCIAL CONSIDERATION:

Funding in the total amount of \$394,400 is available as follows:

1. \$295,800 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO# xxxxx (GSW from Ave K to Fountain-STRT).
2. \$98,600 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Storm Drainage Capital Projects Fund (401592) to WO# xxxxxx (GSW from Ave K to Fountain-STRM)

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$295,800 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) WO# XXXXX (GSW FROM AVE K TO FOUNTAIN-STRT) AND \$98,600 FROM THE UNOBLIGATED FUND BALANCE IN THE STORM DRAINAGE CAPITAL PROJECTS FUND (401592) TO WO# XXXXX (GSW FROM AVE K TO FOUNTAIN-STRM)

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

SECTION 1. THAT the FY 2021/2022 Capital Improvement Projects Budget be amended by transferring and appropriating \$295,800 from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO# xxxxx (GSW from Ave K to Fountain-STRT).

SECTION 2. THAT the FY 2021/2022 Capital Improvement Projects Budget be amended by transferring and appropriating \$98,600 from the unobligated fund balance in the Storm Drainage Capital Projects Fund (401592) to WO# xxxxx (GSW from Ave K to Fountain-STRM).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 21ST DAY OF JUNE 2022.



June 1, 2022
P47512.001

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

RE: Great Southwest Parkway Schematic and Noise Wall Study & Design

Dear Mr. Khavari:

Halff Associates, Inc. (Halff) is pleased to submit the updated proposal for engineering services for the City of Grand Prairie's Great Southwest Parkway Schematic and Noise Wall Study & Design project which addresses the comments received on May 18, 2022 and May 25, 2022.

Halff is highly qualified to excel on this project. Below is a general statement of Halff's qualifications and history working with the City of Grand Prairie.

David Burkett will be the project manager for this work. He has over 20 years of engineering experience related to roadway, drainage, and utility design. David is a Transportation Team Leader in Halff's Fort Worth office. Recent projects he has successfully delivered for the City of Grand Prairie include Palace Parkway, IH 20 Right Turn Lake at Lake Ridge Parkway, N.E. 15th Street, Gifford Street, Bagdad Road, IH 30 frontage roads, and multiple feasibility studies. David also completed the feasibility study for this portion of Great Southwest Parkway in 2015. Furthermore, David also has worked with Dallas County as the Project Manager to design Wildlife Parkway.

Other Halff key staff assisting David on the project will be Stephen Crawford, Connor Guerrero, Scott Rushing, and Cameron Vester. Stephen will serve as Principal-in-Charge and provide support for David as needed. Stephen has extensive experience in Grand Prairie including plan review assistance supporting City staff with a total of 26 years working with Grand Prairie. Connor Guerrero will serve as the Deputy Project Manager and has 6 years' experience in transportation design. He also was the lead design engineer on the City's IH-20 Right Turn Lane at Lake Ridge Pkwy project and has experience as Lead Designer/Deputy Project Manager on several high profile TxDOT projects including US 77 in Corpus Christi and US 287 in Fort Worth. Scott Rushing and his 14 years' experience has overseen numerous hydraulics and hydrology projects in Grand Prairie. Cameron Vester and his 12 years' experience has significant experience structures including many in Grand Prairie.

Jay Sappington at CMJ will also be assisting David and Halff to provide geotechnical services. Jay has worked on numerous projects in Grand Prairie and many of those with David and Halff Associates.

As you can see, Halff has the qualifications to be highly successful to complete the Great Southwest Parkway project and provide the City of Grand Prairie with high quality deliverables.



David and Halff confirm that we have the availability and resources to assign to this project in order to provide the City of Grand Prairie a successful project delivery.

For your review and consideration, I am attaching Exhibit "A", including the scope of work, basis of compensation, organizational structure, and project schedule, all suitable for inclusion into the City standard Consultant Agreement. Please feel free to contact me at 817-764-7443 if you have any questions.

Sincerely,
HALFF ASSOCIATES, INC.
TBPELS Firm No. 312

A handwritten signature in black ink that reads "David A. Burkett".

David A. Burkett, P.E.
Transportation Team Leader, Fort Worth Office

EXHIBIT "A"

GREAT SOUTHWEST PARKWAY SCHEMATIC AND NOISE WALL STUDY & DESIGN

ATTACHMENT "A"

SCOPE OF WORK

Attachment "A" is the scope of work to be performed by Halff Associates, Inc. (Halff) for the City of Grand Prairie (City) to develop a schematic for Great Southwest Parkway and conduct a noise study and prepare bid documents for the construction of a noise wall at an industrial development north of Avenue K and assist with bidding and construction services.

A. GENERAL DESCRIPTION:

This project involves the development of a schematic for Great Southwest Parkway as well as an industrial noise study and construction of a noise wall between Avenue K and Fountain Parkway.

Due to flooding issues downstream of the project, a drainage alternative feasibility study is also included with this proposal.

B. ASSUMPTIONS:

1. Northern Applied Sciences Inc. (NAPSCI) will be working as a subconsultant to provide services for the noise study. As the firm is not local, they will be coordinating remotely with Halff to convey their services to the City and to the Public. See attached NAPSCI proposal for more details.
2. Halff shall prepare plans, specifications, and opinions of probable construction costs. These will contain noise wall design, ditch profiles and grading, drainage design and erosion control plans.
3. There are no utilities in the vicinity of the noise wall, therefore, Utility Coordination and Subsurface Utility Engineering (SUE) services are not needed.
4. This project is in the same area as a planned future extension of Great Southwest Parkway. If built, under a separate project, Great Southwest Parkway will be designed as a Principal Four-Lane Divided Arterial (P4D). This project will take this possible future roadway into account, and ensure that the noise wall being constructed is compatible both with and without the roadway in place.
5. There is a development that is already under construction in the parcel directly north of Avenue K. The development has dedicated 120-feet of right of way to the City and is constructing half of the divided roadway with three lanes from Avenue K up to the last warehouse driveway. The noise study and noise wall design will be based off the latest construction plans provided by the development (released for construction on March 24, 2022).
6. Geotechnical engineering services will be provided for the project by CMJ Engineering under a subcontract with Halff. See attached CMJ Engineering proposal for more details.

7. A retaining wall will be required on the east side of the future Great Southwest Parkway extension. There likely will be a noise wall proposed in this area. The noise wall at this location will be designed to take the future roadway into account and act as a retaining wall if the roadway is constructed.
8. Dependent on the noise study, construction plans for either a single wythe masonry screen wall or a cast-in-place concrete acoustic noise barrier will be prepared. Either is assumed to have a height of 10 to 15 feet and a maximum length of 1,600 feet. Dependent on the geotechnical recommendations, the screen wall would be founded on suspended grade beams supported by drilled shafts, and the noise barrier would be founded on either a continuous spread footing or supported by drilled shafts.
9. The City of Grand Prairie will provide meeting space for the planned two (2) Public Meetings. Coordination and fees associated with identifying a public meeting space are not included in this scope and fee. Should the City desire that Halff assist with securing a meeting venue, Halff can provide a fee proposal for the additional work at that time.
10. The methodology utilized for bidding the contract is assumed to be the standard low bid method. This scope and fee does not include efforts for completing an alternative bid process of competitive sealed bids. Should the City desire to move forward with competitive sealed bids, Halff can provide a fee proposal for the additional work at that time.

C. SCOPE OF WORK

1. Project Administration
 - a. Attend project meetings with the City at regular intervals. Halff will prepare meeting agenda and meeting minutes for each meeting. Up to ten (10) project meetings are included over the course of the project's design.
 - b. Perform field reconnaissance of the proposed corridor and prepare a photographic record of major features. Up to three (3) site visits, or more as needed are included over the course of the project's design.
 - c. Conduct internal meetings to discuss objectives and solutions.
 - d. Internally perform objective Quality Assurance/Quality Control reviews from an independent internal QAQC manager at each milestone submittal (30%, 60%, 90%, and 100%)
2. Design Surveys – Halff will perform all design surveys. Design survey will be conducted within the existing right-of-way that is to be dedicated by the warehouse development north of Avenue K. This property extends 1600' north of Avenue K.
 - a. Obtain right of entry and permission to survey on private property from property owners. Right of entry will include language for SUE and site observation purposes.
 - b. Verify and establish horizontal and vertical control utilizing City GPS monuments as a reference.
 - c. Perform a complete and accurate boundary survey to determine the limits of existing right of way, easements, and parcels. This will include obtaining deeds, easements, plats and other property records from the County Deed Records.
 - d. Perform a complete and accurate topographic survey of existing features.

- i. This will be performed to 10' beyond the existing 120' ROW along the proposed future corridor route (where Halff is feasibly able to obtain access).
 - e. Process data and construct digital terrain model (DTM) and TIN.
 - f. Stake boreholes for geotechnical investigation.
 - g. Limited supplemental survey (as necessary) to obtain changes in existing conditions through the life of the project. Additional field survey will be limited to two days of field work.
 - h. Exclusions
 - i. The area north of the development will not be surveyed, nor will the roadway intersections at Avenue K and Fountain Parkway. Any additional areas outside of surveyed areas will be supplemented with LiDAR.
- 3. Geotechnical Engineering – see attached CMJ Engineering, Inc. proposal for scope of work.
- 4. Schematic Preparation – Halff shall develop a design schematic for Great Southwest Parkway.
 - a. A schematic will be developed for Great Southwest Parkway. This schematic will be based on the Great Southwest Parkway Alignment Study completed in 2015 (W.O. #615.76). The schematic will build upon the past study by incorporating:
 - i. Current survey and topography
 - ii. New development/portion of Great Southwest Parkway currently under construction.
 - iii. Noise wall along the roadway
 - b. Engineer's Opinion on Probable Construction Cost – Provide updated estimate to the City upon schematic submittal.
 - c. Natural resource impacts will be evaluated at this stage
 - i. Review historical aerial imagery and conduct a LiDAR topography data analysis to identify obvious or suspected areas that would be classified as a stream, open water, or wetland. The presence/absence of wetlands will be verified consistent with USACE protocol for wetland delineations.
 - ii. This exercise will entail a field delineation to determine the presence of potential water of the United States.
 - iii. A summary report with maps and site photographs will be prepared describing the methodology and results of the investigation, and potential jurisdiction under Section 404 of the Clean Water Act. This assessment will serve as information purposes only to document that the project is authorized by Nationwide Permit 14 – Linear Transportation Projects without the need for a pre-construction notification to the U.S. Army Corps of Engineers.
- 5. Noise Study
 - a. Commercial/Industrial Noise Study – See attached Northern Applied Sciences, Inc. proposal
 - b. Support for noise study – Services to be provided by Halff Associates, Inc.
 - i. Support to included coordination with Northern Applied Sciences, provided noise evaluation expertise, coordination with City staff, and attendance of public meetings to provided noise study expertise.
- 6. Public Meeting – Halff will conduct two (2) public meetings. One will be after the schematic phase is completed, and another after the 90% PS&E design.

- a. This task includes compiling a mailing list of adjacent property owners and create a corresponding map.
 - b. Prepare public meeting exhibits and handouts.
 - c. Attend a meeting with city and obtain approval for exhibits and other materials.
 - d. Prepare notice of public meeting. Submit the notice to the city for review. Halff will publish the notice in a local newspaper (English and Spanish) once in advance of the public meeting as well as mail notices to adjacent property owners, elected officials, and agency staff.
 - e. Halff will provide up to four staff to perform registration and answer questions (bilingual staff can be available).
 - f. Develop and submit to the city a written summary of the public meeting, including when the meeting was conducted, where the meeting was held and who was in attendance. The public meeting documentation shall also include the comments received and responses to comments, as well as modifications, if any, to the project resulting from comments received.
 - g. Exclusions
 - i. Halff will not need to reserve a venue for the Public Meeting, as it is assumed there will be a venue provided by the City.
7. Drainage Study and Downstream Assessment – Perform a drainage study and downstream assessment to evaluate potential adverse impacts to existing storm drain systems, channels, and property resulting from the roadway extension. This includes evaluation of the Goodwin Branch.
- a. The drainage study will be updated as needed at each milestone submittal (30%, 60%, 90%, 100%).
 - b. Halff will leverage the City’s Internal Storm Drain Master Plan model to assist with the downstream assessment. This scope assumes the downstream limits of the drainage study will be the confluence of Goodwin Branch with Johnson Creek.
 - c. Prepare a brief drainage study report describing methodology and results with supporting tables and figures.
 - d. The study will evaluate the fully developed condition and provide recommendations for the drainage system design as to not adversely impact the properties upstream or downstream.
8. Drainage Alternative Feasibility Study – The City has expressed concerns over flooding issues downstream of the project in existing conditions. A drainage alternative evaluation will be prepared under this item to conceptualize solutions to these existing flooding issues. This scope would not include construction plan preparation of these solutions but would take them into consideration for future compatibility with this project.
- a. Evaluate up to two (2) detention alternatives to mitigate potential adverse from the roadway extension.
 - b. Evaluate potential future storm drain diversion sizing and alignment towards Johnson Creek to support the future extension of Great Southwest Parkway south of Avenue K.
9. Noise Wall Aesthetic Study and Design – Halff shall prepare a form lined aesthetic design for both sides of the noise wall, dependent on City and Public outreach.
- a. Project Management and Meetings

- i. Public Arts Committee Workshop – Halff will organize an in-person workshop with the Public Arts Council. A workshop will occur after the site investigation and base map preparation but before conceptual design work begins.
 - ii. City Council / Park Board Presentation – Halff will make separate presentations to City Council and Parks Board. A power point presentation will be prepared to present the project deliverables once the initial concept plans have been completed. The goal of these presentations is to gather feedback and to obtain confirmation that the conceptual design is consistent with the City Council and Park Board vision for the noise wall aesthetics. Notes will be taken by the Halff at these presentations to record items discussed and decisions made and will be delivered in digital format to the City.
- b. Site Investigation – Halff will conduct one (1) site investigation visit to noise wall locations to confirm existing conditions. The impacts and opportunities that results from this site visit will be documented for use in the concept plan preparation process. Photographs will be taken during this site investigation visit to record existing conditions. Site investigation will take note of existing plant material, hardscape improvements, regulatory and informational signage in the median and right-of-way of each of the noise wall locations. Site investigation will also evaluate surrounding improvements at adjacent properties to establish a contextual snapshot that could have an impact on the proposed design of the noise wall improvements.
- c. Schematic Design
 - i. Public Arts Council Workshop
 - 1. Halff will participate in an in-person Public Arts Council workshop to establish an understanding between the design team and the Grand Prairie Public Arts Council on the direction they want to see the schematic design to take for the noise walls.
 - 2. Workshop agenda will be focus on the following items:
 - a. Discussion on how best to display them for optimal visibility.
 - b. General discussion of the locations and what can be done to improve the aesthetic appeal of these areas.
 - 3. Notes will be taken by Halff at this workshop to record items discussed and decisions made and will be delivered in digital format to the City.
 - ii. Initial Schematic Design
 - 1. A color rendered schematic design will be prepared for each location using the base map combined with information gathered from the kickoff meeting and the public arts workshop. Schematic design will include the following components:
 - a. Location and orientation of noise walls
 - 2. In addition to the illustrative plan view up to three (03) illustrative perspectives will be prepared that illustrate the view of the noise walls as motorists are passing by on the roadway and to illustrate upgrades.
 - iii. Initial Schematic Design Review Meeting – Halff will conduct one (01) initial schematic design review meeting with City Staff to discuss the approach taken to produce the plan view and perspectives for each noise wall and receive comments. Halff will take notes of items discussed and decisions made during this review meeting and will distribute these notes to the City.

- iv. Revised Schematic Design – Based on comments received during the initial schematic design review meeting the plan view and perspectives for each noise wall will be revised to incorporate review comments.
 - v. Schematic Design Presentation – Halff will prepare a power point presentation of the schematic design plan view and perspectives for noise walls to present to the Park Board. A separate presentation will be made to the City Council. Notes will be taken at these presentations to record items discussed and decisions made at this presentation.
 - vi. Final Schematic Design – Based on comments received at the Park Board and City Council presentations the revised schematic design will be modified to address comments received at each of these presentations. The final schematic design submittal will include the following deliverables for each noise wall:
 - 1. Color rendered plan view that show the noise wall location and orientation.
 - 2. Up to three (03) illustrative perspectives.
 - vii. Deliverables
 - 1. Public Arts Committee Workshop noise wall agenda and power point presentation;
 - 2. City Council noise wall agenda and power point presentation;
 - 3. Park Board noise wall agenda and power point presentation;
 - 4. Site Investigation maps, graphics and PDF files;
 - 5. Initial Schematic Design, rendered graphics in 24 x 36 format and PDF files;
 - 6. Revised Schematic Design, rendered graphics in 24 x 36 format and PDF files;
 - 7. Final Schematic Design, Up to three illustrated perspectives on 24 x 36 format and PDF files.
10. Construction Plans – The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. Construction plans will be submitted to the City at each milestone (30%, 60%, 90% and 100%) for review.
- a. The construction plans will consist of numerous sheets as follows. In general, construction plans shall be consistent with normal practice for projects of this nature unless stated otherwise. Sheets will be prepared at full-size 22"x34" which can be reduced to half size 11"x17" as needed. Scales below apply to full-size sheets (22"x34").
 - i. Cover Sheet and Index
 - ii. Project Layout Sheet and Survey Control
 - iii. General Notes and Legend
 - iv. Removal Plan (1"=50')
 - v. Ditch Plan and Profile (1"=20' H; 1"=4' V)
 - vi. Grading Plan (1"=20')
 - vii. Screen Wall or Noise Barrier Plan and Profile, Sections and Details – Dependent on the noise study
 - viii. Noise Wall Aesthetic Design – See Item 9
 - ix. Drainage Area Map
 - x. Drainage Calculations
 - xi. Drainage Plan and Profile (1"=20' H; 1"=4' V)
 - xii. Erosion Control Plan
 - xiii. City of Grand Prairie Standard Details

- xiv. Miscellaneous Details
 - xv. Ditch and Noise Wall Cross Sections
 - b. Engineer's Opinion on Probable Construction Cost – Provide updated estimate to the City along with each milestone submittal (30%, 60%, 90% and 100%).
 - c. Project Manual – A project manual will be prepared using the latest standard City of Grand Prairie format. The latest edition of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be used for the technical specifications and supplemented as necessary for any work special to the project. The project manual will be submitted to the City at 60%, 90% and 100% submittals. The Project Manual will include the following:
 - i. Notice to Bidders
 - ii. Bid Proposal
 - iii. Bid Bond
 - iv. Standard Form of Agreement
 - v. Performance Bond and Payment Bond
 - vi. Maintenance Bond
 - vii. General Conditions of Agreement
 - viii. Special Conditions of Agreement
 - ix. Specific Technical Notes applicable to each bid item
 - x. Appendices
 - d. Printing
 - i. Provide up to three (3) hard copies of 22"x34" full size plans at each milestone submittal.
 - ii. Provided up to three (3) hard copies of the project manual at the 60%, 90% and 100% submittals.
 - iii. Each submittal will also be provided electronically as pdfs.
 - e. Exclusions
 - i. Landscape design and plans (such as landscape beds along wall) are not included with this Scope of Services. Medians and parkways will be vegetated with sodding only.
11. Bidding and Construction – Upon City approval of the final plans, Halff will print up to five (5) sets of half-size (11"x17") plans and project manuals for use in the bidding. Additionally, one (1) set of full size (22"x34") final plans will be provided as well as electronic files of the plans and specifications in AutoCAD and PDF format. All bid procurements, addenda and bid tabulations shall be provided in CivCast or in person. The City will advertise the project. During bidding and construction, Halff will provide the following services:
- a. Bidding
 - i. Prepare an agenda and conduct the pre-bid meeting.
 - ii. Prepare the official list of meeting attendees.
 - iii. Respond to bidder questions with City approved responses utilizing CivCast. Halff to set up CivCast account for project.
 - iv. Prepare bid addenda as required.
 - v. Tabulate bids.
 - vi. Phone screening of Contractor references.
 - vii. Prepare a letter of recommendation for the award of contract.
 - b. Construction Observation

- i. After project award, provide one digital copy (in AutoCAD and PDF format) and three (3) half size hard copies of the conformed project documents (plans and project manual).
 - ii. Prior to starting construction provide one digital copy (in AutoCAD and PDF format) and hard copies of the conformed construction documents as follows:
 - 1. Ten (10) half size copies of plans
 - 2. Two (2) full size copies of plans
 - 3. Size (6) copies of the project manual
 - iii. Prepare agenda and conduct pre-construction meeting and monthly progress meetings as required. Document each meeting with written minutes.
 - iv. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services the Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor. However, the Consultant cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take.
 - v. Review shop drawings and Contractor submittals.
 - vi. Monitor laboratory test reports on materials and equipment.
 - vii. Prepare and review Change Orders between the Contractor and the City. Prepare plan revisions as required that are part of the change order.
 - viii. Attend final walkthrough and prepare a punch list report.
 - ix. Prepare an Acceptance Letter stating that project is complete and no punch list items remain.
- c. Record Drawings – Based on information supplied by the Contractor, plan revisions and site visits, Halff shall provide the City with record drawings in electronic format (AutoCAD and PDF). Halff is not responsible for any differences between the record drawings and final construction.
- d. Exclusions
- i. Halff will not provide construction inspection services for the project. Halff can provide a fee proposal for these services should the City want to move forward with this item.
 - ii. The City will be responsible for hiring a third party testing lab for obtaining materials testing of backfill, density, asphalt, concrete pavement, and concrete structures. Halff will only be responsible for reviewing laboratory test reports conducted by the materials testing consultant to verify that the results conform to the contract documents.
 - iii. Construction Staking – The Contractor will provide construction staking.
 - iv. Services pertaining to Halff assisting with the competitive sealed bid methodology. If the City desires to utilize this bid methodology, Halff can prepare a fee proposal for providing the additional work at that time.
12. Right of Way Document Preparation – If needed, based on the noise study, if it is found that the noise wall should be located elsewhere than inside of the existing right of way for Great Southwest Parkway, additional right of way may be needed. Two (2) documents have been provided under this line item.
- a. Right of Way Exhibits

- i. Area required
 - ii. Area remaining
 - iii. Parcel number
 - iv. Property owner name, mailing address, volume and page of deed
 - v. Existing easements
 - vi. All of the above shall be placed on one page of 8-1/2"x11" mylar and signed and sealed by a registered professional land surveyor.
- b. Legal descriptions for each parcel shall reference the volume, page and owner of the parent tract and shall be incorporated into a standard City easement instrument document. Individual parcels will be cross-referenced on the construction plans.
- c. Iron pins for the new right of way line will be set based on the alignment of the proposed roadway.
- d. Exclusions
- i. The City will prepare the required ROW instruments for ROW acquisition.
 - ii. Right of way acquisition services are not included within this Scope of Services. Should the City determine that right of way acquisitions services are needed, Half can provide a fee proposal for the additional work.

EXHIBIT "A"
GREAT SOUTHWEST PARKWAY SCHEMATIC AND NOISE WALL STUDY & DESIGN
ATTACHMENT "B"
BASIS OF COMPENSATION

Attachment "B" is the basis of compensation for work to be performed by Halff Associates, Inc. (Consultant) for the City of Grand Prairie (City) to prepare design plans and assist in construction.

LUMP SUM ITEMS

1. Project Administration	\$ 31,500.00
2. Design Surveys	\$ 24,100.00
3. Geotechnical Engineering (CMJ Engineering)	\$ 7,200.00
4. Schematic Preparation	\$ 16,000.00
5. Noise Study	\$ 16,400.00
6a. Public Meeting 1 (After Schematic)	\$ 32,500.00
6b. Public Meeting 2 (After 90% PS&E)	\$ 32,500.00
7. Drainage Study and Downstream Assessment	\$ 31,800.00
8. Drainage Alternative Feasibility Study	\$ 8,800.00
9. Noise Wall Aesthetic Study and Design	\$ 45,500.00
10. Construction Plan Preparation	\$ 114,300.00
11. Bidding and Construction	\$ 27,800.00
SUBTOTAL - LUMP SUM FEE	\$ 388,400.00

UNIT PRICE FEE

12. Right of Way Document Preparation	\$ 6,000.00
SUBTOTAL - UNIT PRICE FEE	\$ 6,000.00

TOTAL PROJECT COSTS \$ 394,400.00

All work is to be completed by Halff Associates except the geotechnical engineering which will be completed by CMJ Engineering, and the noise study which will be completed by Northern Applied Sciences, Inc.

Lump Sum Fees will be billed monthly based on percent completion of the tasks and may include partial payments of the total amounts designated for each item, for a maximum not-to-exceed fee of \$388,400.

Unit Price Costs will be billed monthly on an as-needed basis, for a maximum not-to-exceed fee of \$6,000.

Each invoice will include a progress report discussing the work completed each month.

EXHIBIT "A"
GREAT SOUTHWEST PARKWAY SCHEMATIC AND NOISE WALL STUDY & DESIGN
ATTACHMENT "C"
ORGANIZATIONAL CHART

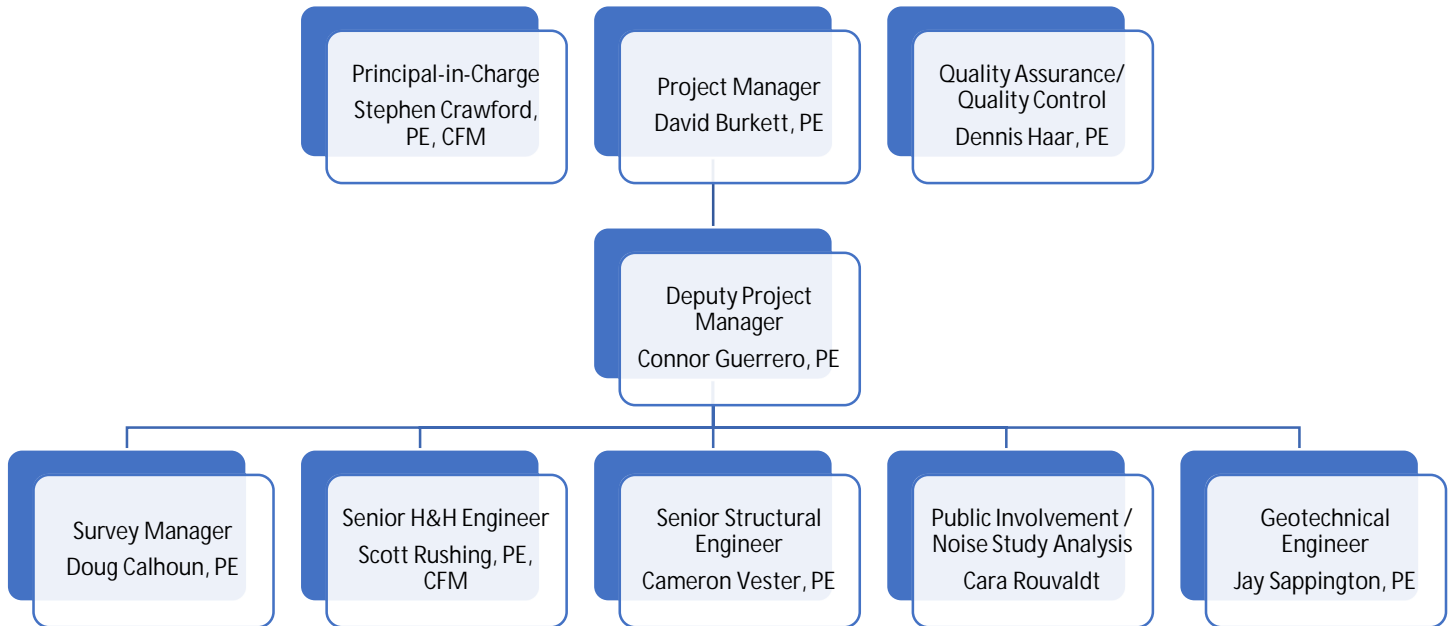


EXHIBIT "A"
GREAT SOUTHWEST PARKWAY SCHEMATIC AND NOISE WALL STUDY & DESIGN
ATTACHMENT "D"
PROJECT SCHEDULE

TASK #	TASK DESCRIPTION	Duration (Months)	2022								2023									2024		
			June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	...	Jan	Feb	
1	Notice to Proceed	N/A	★																			
2	Survey	1		█	█	█																
3	Noise Study	2		█	█	█	█	█														
4	Schematic	2		█	█	█	█	█														
5	Public Meeting 1	N/A				★																
6	Geotechnical	2				█	█	█	█	█	█											
7	30% Plans	1				█	█	█	█													
8	30% City Review	1					█	█	█	█												
9	60% Plans	2						█	█	█	█	█										
10	60% City Review	1							█	█	█											
11	90% Plans	1.5								█	█	█										
12	Public Meeting 2	N/A										★										
13	90% City Review	1										█	█									
14	100% Plans	1											█	█								
15	Bidding	1												█	█							
16	City Council Award	N/A																			★	
17	Construction	6																				█



June 1, 2022

Connor Guerrero, PE
Project Manager
Halff Associates Inc.
4000 Fossil Creek Blvd
Fort Worth, TX 76137
United States

**RE: Proposal for Noise Study – Commercial/Industrial Facility
City of Grand Prairie, Texas
NAPSCI Ref. Q22-066 (Rev1)**

Dear Mr. Guerrero:

Northern Applied Sciences Inc. (NAPSCI) is pleased to provide Halff Associates Inc. (Halff) with this quotation to prepare a noise study for a potential commercial/industrial facility in the City of Grand Prairie, Texas.

The subject facility is proposed to be located along a new road segment on the western side of Great Southwest Parkway. In discussions with Halff, we understand there are concerns from the City that this facility may, in the future, potentially impact nearby residential receptors. It is anticipated that a noise barrier wall may be needed to proactively mitigate potential noise impact. One important challenge facing Halff is that the proposed use of the facility and noise-specific sources are not yet known.

In order to address these unknowns, NAPSCI proposes to prepare a detailed predictive noise study using assessment practices specifically designed for stationary sources. We will present a detailed inventory of conservatively assumed noise sources for the facility. These noise sources may include noise generated from shipping/receiving bay doors, rooftop HVAC and air make-up units, sidewall fans and louvres, and on-site vehicle traffic from trucks. Both steady-state and impulsive noise will be considered, as appropriate.

The sound-level criteria for this facility will be confirmed as part of this noise investigation with both local city ordinances and any state criteria. We will designate, before the analysis, what constitutes as a noise “impact” for adjacent residential receivers or what is the allowable noise level for the proposed industrial facility.

Noise impacts at the receptors will be determined using the acoustic computer model Cadna-A (Computer Aided Noise Abatement) which is one of the preferred models for stationary noise propagation. The model determines the impact of each noise source at each identified receptor. The computer model is based on

ISO Standard 9613-2 “Acoustics – Attenuation of Sound during Propagation Outdoors”. The ISO based model accounts for reduction in sound level due to increased distance and geometrical spreading, air absorption, ground attenuation, and acoustical shielding by intervening structures, topography and brush. The model is considered conservative since it represents atmospheric conditions that promote propagation of sound from source to receiver.

If the resultant noise impacts at the receptors are less than the applicable noise performance limit, the facility is deemed to be compliant with no additional mitigation needed. If impacts are above the applicable limits, the next step would be to specify the appropriate mitigation to satisfy the noise criteria.

For this site, the most appropriate noise mitigation is likely a noise barrier wall, however, we will confirm mitigation specifics following a review of the results of the noise model. Should a barrier wall be specified, we would evaluate several distinct scenarios including:

- Barrier wall positioned next to the industrial development
- Barrier wall positioned along the future roadway
- Barrier wall positioned near the receptors (i.e. along the backside of the neighborhood)

Deliverable

NAPSCI will provide a detailed report that identifies:

- Project narrative and detailed assessment methodology
- List of assumed noise sources and associated sound power levels
- Identification of nearby noise sensitive receptors
- Site figures and receptor figures
- Mitigated and unmitigated scenarios
- Visual noise impact contours
- Tabular summary of results
- Noise barrier specifications (location, length, height, surface density)
- Any other conclusions, findings or recommendations

Time will also be allotted for two (2) internal meetings and two (2) external meetings. It is presently assumed that travel to Texas is not needed at this time.

Experience

The Northern Applied Sciences team has experience completing more than 500 acoustic assessment reports over the past eighteen years under rigorous regulatory protocols. We have a wide range of experience conducting industrial and commercial acoustical assessments and specifying noise mitigation.

Costs

The cost to complete the scope of work outlined above is **\$6,800 USD**. Please note that this cost does not include any time for travel to Texas for meetings or any time for direct sound level measurements (which we do not anticipate to be needed).

Authorization for Services

We are prepared to begin these tasks as soon as we receive authorization to do so in the form of a signed copy of the attached Project Authorization, or written authorization by e-mail. We thank you for this opportunity and we look forward to working with you on this project.

Should you have questions or wish to discuss any aspect of the proposal, please do not hesitate to contact Stephen Kuchma at 416-992-4116 (kuchma@napsci.io) or Chris Scullion at 647-381-3080 (scullion@napsci.io).

Yours truly,
Northern Applied Sciences Inc.



Chris Scullion, B.E.Sc. (Civil Engineering)
scullion@napsci.io
647-381-3080



Stephen Kuchma, P.Eng
kuchma@napsci.io
416-992-4116

Attachment – Project Authorization Form

Proposal No. 22-8587 (Revised)
June 1, 2022

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

Attn: Mr. Connor Guerrero, P.E.

**PROPOSAL FOR:
GEOTECHNICAL ENGINEERING SERVICES
PROPOSED NOISE WALL AND RETAINING STRUCTURE
NORTH OF E. AVENUE K
GRAND PRAIRIE, TEXAS**

Dear Mr. Guerrero:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to submit a proposal for providing geotechnical engineering services in conjunction with the above-referenced project. We prepared this proposal based on emails from Mr. Connor Guerrero, P.E. dated March 31 and May 31, 2022 and on the preliminary scope submitted to this office.

The project, as currently planned, will consist of a noise wall measuring 1,200 linear feet with an anticipated height of 8 feet in order to provide a buffer between the industrial area off 111th Street and the residential area to the east. In addition, a retaining structure may be necessary in the southern portion of the screen wall. Exact wall length and location is still to be determined.

Following a cursory site reconnaissance, approximately 500 feet is wooded. Unit fees for brush clearing for boring locations access are included as Additional Services within this proposal. In addition, it is assumed that no underground utilities exist at boring locations.

CMJ ENGINEERING, INC.

Halff Associates, Inc.
Proposal No. 22-8587 (Revised)
June 1, 2022
Page 2

SCOPE OF SERVICES**I. BASIC SERVICES****A. SUBSURFACE EXPLORATION**

Experienced drillers and technicians will evaluate subsurface conditions with a total of four (4) borings drilled to a depth of 25 feet below existing grades in the area of the proposed noise wall and retaining structure.

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

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

B. LABORATORY SERVICES

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

- moisture content and soil identification
- liquid and plastic limit determinations
- percent passing the No. 200 sieve
- unconfined compression tests on soil
- absorption pressure and/or one-point pressure swell tests
- unit weight determinations

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

CMJ ENGINEERING, INC.

Halff Associates, Inc.
Proposal No. 22-8587 (Revised)
June 1, 2022
Page 3

C. ENGINEERING SERVICES

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

- general soil and groundwater conditions
- recommendations for noise wall and culvert foundation type, depth, and allowable loading
- foundation construction requirements
- an evaluation of the swell characteristics of the subgrade soils
- lateral earth pressures for below-grade walls
- earthwork recommendations

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

D. COMPENSATION FOR BASIC SERVICES

It is proposed that the Basic Services described above be performed on a unit price basis, in accordance with the attached Basic Services Cost estimate. Based on the anticipated scope and the attached Basic Services Cost estimate, the total cost of the Basic Services should be on the order of \$7,100 to \$7,200. For budget purposes, a maximum cost of \$7,200 is recommended. This cost for Basic Services will not be exceeded without prior authorization.

Anticipated brush clearing of 3 hours is anticipated and included in the above cost of the Basic Services. Additional Services for clearing wooded boring locations can be provided on a per hour basis at \$250 per hour.

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

E. SCHEDULE FOR BASIC SERVICES

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

CMJ ENGINEERING, INC.

Halff Associates, Inc.
Proposal No. 22-8587 (Revised)
June 1, 2022
Page 4

II. ADDITIONAL SERVICES**A. AUTHORIZATION AND SCOPE**

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

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

B. COMPENSATION AND SCHEDULE FOR ADDITIONAL SERVICES

Additional Services, when authorized by Client, will be in accordance with our Schedule of Fees. Additional Services will be performed at reasonable times and within reasonable schedules as requested by Client. Authorized Additional Services will be billed as a separate item on invoices and a description of the Additional Services will be provided.

III. TERMS AND CONDITIONS

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

CMJ ENGINEERING, INC.

Halff Associates, Inc.
Proposal No. 22-8587 (Revised)
June 1, 2022
Page 5

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

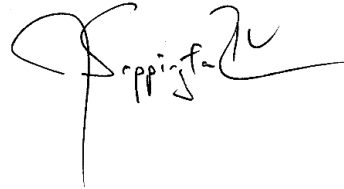
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We look forward to working with Halff Associates, Inc. and their consultants on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.



Kimberly L. Fyffe
Geotechnical Project Manager



James P. Sappington IV, P.E.
President
Texas No. 97402

copies submitted: (1) Mr. Connor Guerrero, P.E.; Halff Associates, Inc. (by email)

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

ESTIMATE: 22-8587 (Revised)
 DATE: 6/1/2022
 PROJECT: PROPOSED NOISE WALL AND RETAINING STRUCTURE
 NORTH OF E. AVENUE K
 GRAND PRAIRIE, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization (Drill Rig)	1	540.00	540.00
Soil Drilling-Intermittent Sampling (0-25 ft.)	100	17.00	1,700.00
Brush Clearing (hr.)	3	250.00	750.00
Access Time (hr.)	1	250.00	250.00
Underground Utility Check	1	175.00	175.00
 Subtotal Subsurface Services			 \$ 3,415.00
 <u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	40	7.50	300.00
Liquid and Plastic Limits	7	64.00	448.00
Percent Passing the No. 200 Sieve	3	72.00	216.00
Unconfined Compressive Strength-Soil	7	52.00	364.00
Unit Weight	9	14.00	126.00
Free Swell	2	85.00	170.00
 Subtotal Laboratory Services			 \$ 1,624.00
 <u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	3	148.00	444.00
Staff Engineer	14	102.00	1,428.00
Drafting & Secretarial Support	2	53.50	107.00
Misc. Expense (report production, mileage, etc.)	1	120.00	120.00
 Subtotal Engineering Services			 \$ 2,099.00
 TOTAL ESTIMATE			 \$ 7,138.00

City of Grand Prairie
Great Southwest Parkway Schematic and Noise Wall Study & Design
Half Associates P47512

Task	QAQC	Civil/Project Manager				Structural		H&H			Environmental				Nat Rsc		Landscape			Survey				Total Hours	Labor Subtotal	Direct Expenses Subtotal	Total Fee	Total Rounded Fee			
	Project QAQC Manager	Sr. Project Manager	Civil Engineer II	Civil EIT	CADD Tech	Senior Structural Engineer	Structural Engineer	Senior H&H Engineer	H&H - PE Engineer	H&H - EIT Engineer	ENV PM/QC Manager	Sr. ENV Scientist	Mid ENV Scientist	Jr. ENV Scientist	Sr. ENV Scientist	Mid ENV Scientist	Landscape IV	Landscape III	Landscape I	Senior RPLS	Survey Technician	2-Man Survey Crew	Clerical								
	\$265.00	\$253.61	\$151.44	\$124.07	\$143.00	\$183.06	\$133.19	\$250.00	\$162.00	\$138.00	\$203.50	\$154.00	\$132.00	\$99.00	\$266.85	\$139.02	\$204.01	\$171.66	\$93.05	\$258.50	\$137.50	\$198.00	\$90.00								
1. Project Administration	20.00	34.00	68.00	54.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	\$ 31,492.01	\$ -	\$ 31,492.01	\$ 31,500.00			
Project Meetings (up to 5)		16.00	20.00	10.00																				46.00	\$ 8,327.11						
Field Reconnaissance (up to 3)		8.00	16.00	24.00																				48.00	\$ 7,429.49						
Monthly Reports and Billing		4.00	12.00																					16.00	\$ 2,831.66						
Team Coordination		6.00	20.00	20.00	4.00																			50.00	\$ 7,603.75						
QAQC Reviews (30%, 60% and 90% and 100%)	20.00																							20.00	\$ 5,300.00						
2. Design Surveys	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.50	44.00	84.00	0.00	134.50	\$ 24,093.39	\$ -	\$ 24,093.39	\$ 24,100.00			
Verify/Establish Control																				1.00	4.00	20.00		25.00	\$ 4,768.50						
Research (deed, flood, zoning, standards)																					2.00			2.00	\$ 275.00						
Boundary Search																						20.00		20.00	\$ 3,960.00						
Boundary Analysis & Solution																				3.00	8.00			11.00	\$ 1,875.50						
Topography																						32.00		32.00	\$ 6,336.00						
Field Data Processing																					6.00			6.00	\$ 825.00						
COGO, sketches, survey requests				2.00																				16.00	\$ 2,448.14						
Process data for Topo																					6.00			6.00	\$ 825.00						
Borehole Staking																					0.50	4.00		4.50	\$ 860.75						
Supplemental Survey																				0.50	1.50	8.00		10.00	\$ 1,919.50						
3. Geotechnical Engineering (CMJ Engineering)																													\$ 7,138.00	\$ 7,138.00	\$ 7,200.00
4. Schematic Preparation	0.00	3.00	16.00	64.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	\$ 15,797.94	\$ 200.00	\$ 15,997.94	\$ 16,000.00			
Develop Schematic		2.00	8.00	40.00	12.00																			62.00	\$ 8,397.47	\$ 200.00					
Engineer's Opinion on Probable Construction Cost		1.00	8.00	24.00																				33.00	\$ 4,442.76						
Natural Resources Wetland Delineation														4.00										4.00	\$ 1,067.40						
Natural Resources Site Visit															4.00									4.00	\$ 556.07						
Natural Resources Summary Report														5.00										5.00	\$ 1,334.25						
5. Noise Study	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	16.00	40.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$ 9,548.00	\$ 6,800.00	\$ 16,348.00	\$ 16,400.00			
NAPSCI Proposal																															
Half Assistance											4.00	16.00	40.00	10.00										70.00	\$ 9,548.00						
6a. Public Meeting 1 (After Schematic)	0.00	4.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	12.00	46.00	68.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	158.00	\$ 19,631.47	\$ 12,788.50	\$ 32,419.97	\$ 32,500.00			
Public Meeting (See following page for direct expense details)		4.00	8.00	8.00							6.00	12.00	46.00	68.00									6.00	158.00	\$ 19,631.47	\$ 12,788.50					
6b. Public Meeting 2 (After 90% PS&E)	0.00	4.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	12.00	46.00	68.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	158.00	\$ 19,631.47	\$ 12,788.50	\$ 32,419.97	\$ 32,500.00			
Public Meeting (See following page for direct expense details)		4.00	8.00	8.00							6.00	12.00	46.00	68.00									6.00	158.00	\$ 19,631.47	\$ 12,788.50					
7. Drainage Study and Downstream Assessment	12.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	26.00	166.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00	\$ 31,800.00	\$ -	\$ 31,800.00	\$ 31,800.00			
Hydrologic Analysis								1.00	6.00	32.00														39.00	\$ 5,638.00						
Hydraulic Analysis	4.00							1.00	8.00	60.00														73.00	\$ 10,886.00						
Downstream Assessment	4.00							2.00	4.00	24.00														34.00	\$ 5,520.00						
Drainage Study Report	4.00							2.00	8.00	50.00														64.00	\$ 9,756.00						
8. Drainage Alternative Feasibility Study	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	10.00	48.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$ 8,744.00	\$ -	\$ 8,744.00	\$ 8,800.00			
Detention Alternative Analysis								1.00	6.00	24.00														31.00	\$ 4,534.00						
Future Storm Drain Diversion								1.00	4.00	24.00														29.00	\$ 4,210.00						
9. Noise Wall Aesthetic Study and Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.00	128.00	112.00	0.00	0.00	0.00	0.00	304.00	\$ 45,450.72	\$ -	\$ 45,450.72	\$ 45,500.00			
Project Management and Meetings																	24.00	48.00	32.00					104.00	\$ 16,113.52						
Schematic Design																	40.00	80.00	80.00					200.00	\$ 29,337.20						

City of Grand Prairie
 Great Southwest Parkway Schematic and Noise Wall Study & Design
 Half Associates P47512

Task	QAQC	Civil/Project Manager				Structural		H&H			Environmental				Nat Rsc		Landscape			Survey				Total Hours	Labor Subtotal	Direct Expenses Subtotal	Total Fee	Total Rounded Fee	
	Project QAQC Manager	Sr. Project Manager	Civil Engineer II	Civil EIT	CADD Tech	Senior Structural Engineer	Structural Engineer	Senior H&H Engineer	H&H - PE Engineer	H&H - EIT Engineer	ENV PM/QC Manager	Sr. ENV Scientist	Mid ENV Scientist	Jr. ENV Scientist	Sr. ENV Scientist	Mid ENV Scientist	Landscape IV	Landscape III	Landscape I	Senior RPLS	Survey Technician	2-Man Survey Crew	Clerical						
10. Construction Plan Preparation	0.00	26.00	107.00	188.00	41.00	183.06	310.00	250.00	162.00	138.00	203.50	154.00	132.00	99.00	266.85	139.02	204.01	171.66	93.05	258.50	137.50	198.00	90.00	784.00	\$ 111,729.32	\$ 2,500.00	\$ 114,229.32	\$ 114,300.00	
Cover Sheet and Index		0.50	1.00		2.00																		16.00	19.50	\$ 2,004.24	\$ 2,000.00			
Project Layout and Survey Control		0.50	2.00	8.00	4.00																			14.50	\$ 1,994.23				
General Notes and Legend		2.00	8.00		4.00																			14.00	\$ 2,290.71				
Removal Plan		1.00	4.00	12.00	4.00																			21.00	\$ 2,920.18				
Ditch Plan and Profile		1.00	8.00	24.00	4.00																			37.00	\$ 5,014.76				
Grading Plan		1.00	8.00	24.00	4.00																			37.00	\$ 5,014.76				
Noise Wall Plan and Profile, Sections, General Notes and Details		2.00	8.00			90.00	310.00																	410.00	\$ 59,482.57				
Noise Wall Aesthetic Plans (see Item 9)																								0.00	\$ -				
Drainage Area Map		2.00	8.00	24.00	2.00																			36.00	\$ 4,982.36				
Drainage Calculations		1.00	12.00	8.00	1.00																			22.00	\$ 3,206.40				
Drainage Plan and Profile		1.00	4.00	8.00	2.00																			15.00	\$ 2,137.91				
Erosion Control Plans		1.00	4.00	8.00	2.00																			15.00	\$ 2,137.91				
City of Grand Prairie Standard Details		2.00	4.00	8.00	4.00																			18.00	\$ 2,677.51				
Miscellaneous Details		2.00	4.00	8.00	4.00																			18.00	\$ 2,677.51				
Ditch and Noise Wall Cross Sections		1.00	8.00	16.00	4.00																			29.00	\$ 4,022.21				
Engineer's Opinion on Probable Construction Cost		4.00	12.00	24.00																				40.00	\$ 5,809.32				
Project Manual		4.00	12.00	16.00																			6.00	38.00	\$ 5,356.77	\$ 500.00			
11. Bidding and Construction	0.00	22.00	47.00	32.00	2.00	24.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	165.00	\$ 26,321.31	\$ 1,400.00	\$ 27,721.31	\$ 27,800.00		
Pre-Bid Meeting		4.00	8.00																				2.00	14.00	\$ 2,405.92	\$ 300.00			
CivCast		1.00	2.00	2.00																				5.00	\$ 804.62	\$ 100.00			
Bid Addendums			4.00	8.00																				12.00	\$ 1,598.30				
Bid Tabulation			1.00	4.00																				5.00	\$ 647.71				
Contractor letter of Recommendation			1.00	4.00																				5.00	\$ 647.71				
Project Document Copies		1.00		2.00	2.00																			5.00	\$ 787.74				
Pre-Construction Meeting		4.00	6.00																					10.00	\$ 1,923.04	\$ 1,000.00			
Site Observation Visits		4.00	8.00	8.00		4.00	4.00																	28.00	\$ 4,483.47				
Review shop drawings and submittals						20.00	32.00																	52.00	\$ 7,923.26				
Change Orders		1.00	2.00	4.00																				7.00	\$ 1,052.76				
Final Walk-through and Punch List		6.00	12.00																					18.00	\$ 3,338.87				
Prepare Acceptance Letter		1.00	3.00																					4.00	\$ 707.92				
12. Right of Way Document Preparation																										\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Per Parcel	EA	2.00	3000.00																							\$ 6,000.00			
TOTAL PROJECT COSTS	32.00	93.00	254.00	356.00	59.00	114.00	346.00	8.00	36.00	214.00	16.00	40.00	132.00	146.00	9.00	4.00	64.00	128.00	112.00	4.50	44.00	84.00	36.00	2331.50	\$ 344,239.63	\$ 49,615.00	\$ 393,854.63	\$ 394,400.00	

City of Grand Prairie
Great Southwest Parkway Schematic and Noise Wall Study & Design
Half Associates P47512

Public Meeting Direct Expenses (per EA Public Mtg)	PRICE	QUANTITY	FEE
Personal Automobile Mileage	0.58 / mile	400.00	\$ 232.00
Postage	\$0.55 / letter	250.00	\$ 137.50
Tolls, Parking	\$10.00 / day	4.00	\$ 40.00
Photocopy (b&w, per side, up to 11"x17")	\$0.10 each	600.00	\$ 60.00
Color copy/plot (per side, up to 11" x 17")	\$1.50 each	300.00	\$ 450.00
Presentation Boards 30" by 40" color mounted	145 each	3.00	\$ 435.00
PM Venue	1500.00	1.00	\$ 1,500.00
Meals w/o overnight	36.00	4.00	\$ 144.00
Legal ads	4000.00	2.00	\$ 8,000.00
Security Officer	60/hr	4.00	\$ 240.00
Translation Services	900.00	1.00	\$ 900.00
Equipment Rental	600.00	1.00	\$ 600.00
Supplies for PM	50.00	1.00	\$ 50.00
TOTAL			\$ 12,788.50

HALFF ASSOCIATES, Inc.
4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422

Item 13.

CLIENT: City of Grand Prairie
PROJECT: GSW Pkwy Noise Wall Project

6/1/2022
47512

CRG/DAB

ESTIMATE OF PROBABLE CONSTRUCTION COST

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
Section I - Sound Wall					
1	Construction Staking , work fully performed	STA	16	\$500.00	\$8,000
2	Barricading and Traffic Control, Design and Implementation , furnished and installed	LS	1	\$2,000.00	\$2,000
3	Joint Storm Water Pollution Prevention Plan (SWPPP), Implemented and Maintained , including Preparation of NOI and NOT submittals	LS	1	\$1,000.00	\$1,000
4	Silt Fence , furnished and installed complete in place.	LF	1,600	\$4.00	\$6,400
5	Stabilized Construction Entrance , furnished and installed complete in place, as per details and specifications	EA	1	\$1,750.00	\$1,750
6	4-in Topsoil and Block Sod , furnish and install including fertilizer, complete in place	SY	1,800	\$15.00	\$27,000
7	General Site Preparation , work fully performed complete in place	STA	16	\$4,000.00	\$64,000
8	Unclassified Street Excavation , work fully performed	CY	400	\$20.00	\$8,000
9	Sheeting, Shoring, and Bracing for Storm Drain Lines , furnished and installed where required by OSHA Standards that are in effect at the time of bidding, complete in place	LF	100	\$2.35	\$235
10	4'x4' Wye Inlet , constructed complete in place	EA	1	\$10,000.00	\$10,000
11	24-inch Grouted Rock Rip Rap , furnished and installed, complete in place	CY	32	\$205.00	\$6,560
12	4-inch Concrete Mow Strip , furnished and installed, complete in place	CY	200	\$500.00	\$100,000
12	Cast-in-Place Acoustic Noise Barrier , furnished and installed, complete in place	LF	1,600	\$610.00	\$976,000
13	24" Drilled Shaft Foundations , furnished and installed, complete in place	VF	2,560	\$170.00	\$435,200
Subtotal Section I - Sound Wall					\$1,646,145
Rounded Subtotal Section I					\$1,647,000

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Item 13.

CLIENT: City of Grand Prairie
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CRG/DAB

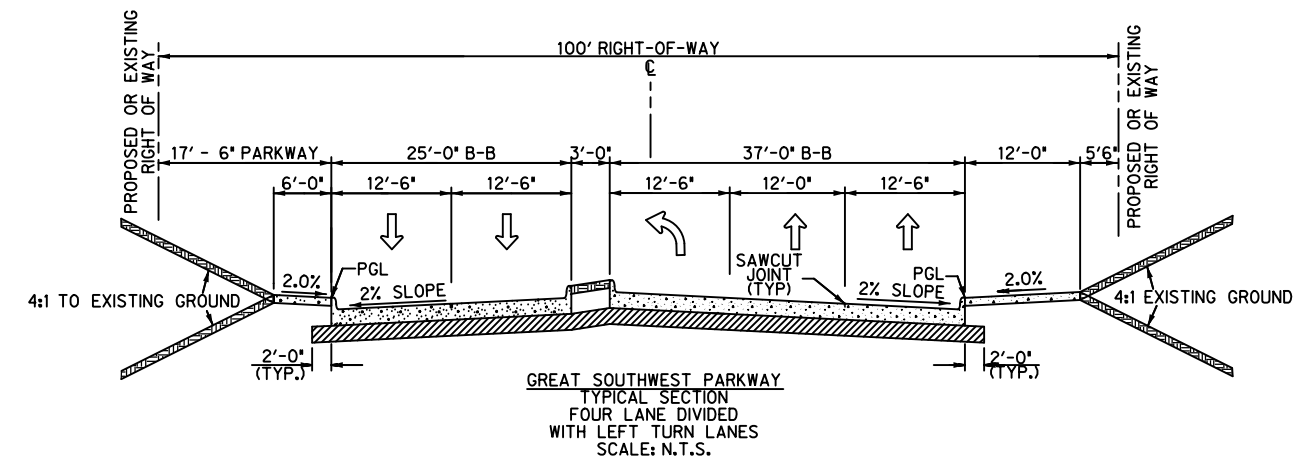
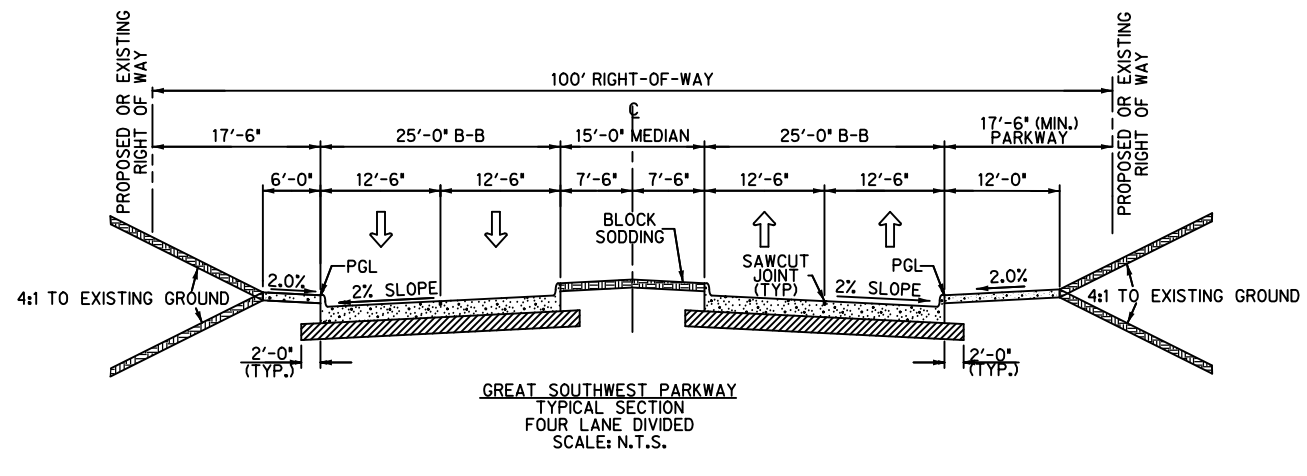
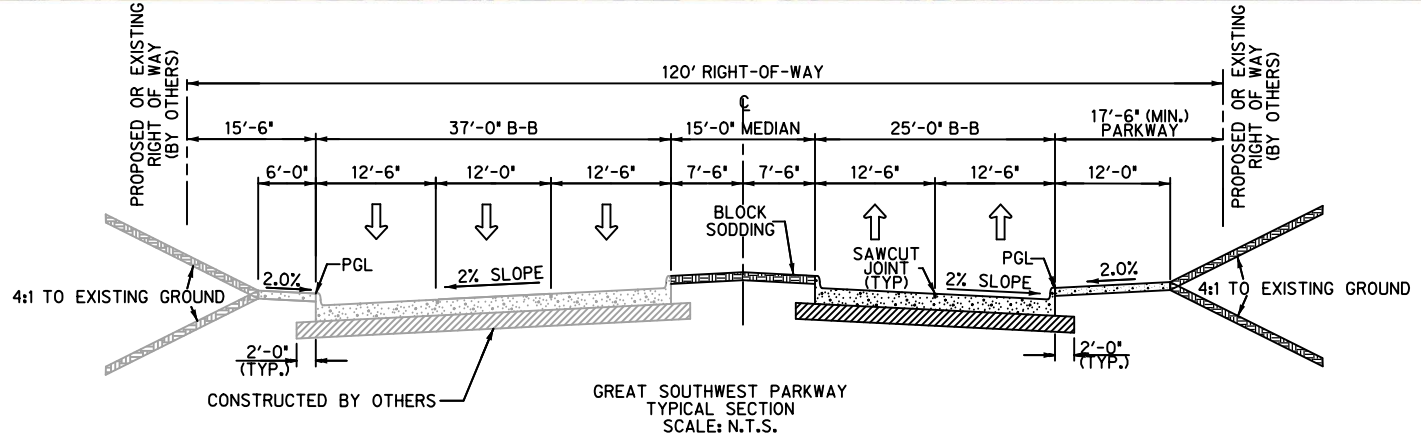
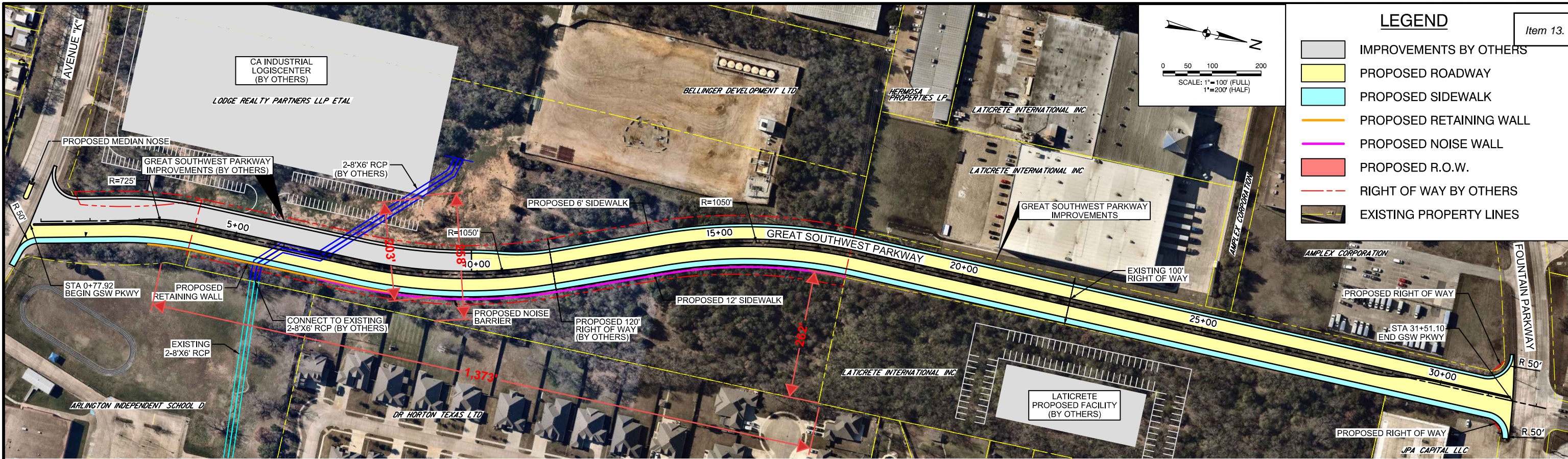
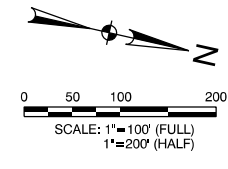
ESTIMATE OF PROBABLE CONSTRUCTION COST

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
Section II - Sound Wall Aesthetics (Both Sides)					
1	Public Art Mural on Sound Wall , work fully performed	LF	1,600	\$300.00	\$480,000
	Subtotal Section II - Sound Wall Aesthetics (Side 1)				\$480,000
	Rounded Subtotal Section II				\$480,000
Subtotal Section I - Sound Wall					\$1,647,000
Subtotal Section II - Sound Wall Aesthetics (Both Sides)					\$480,000
Project Subtotal					\$2,127,000
15% Contingency					\$319,050
Total Project					\$2,446,050

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be liable to Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.

LEGEND

- IMPROVEMENTS BY OTHERS
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED RETAINING WALL
- PROPOSED NOISE WALL
- PROPOSED R.O.W.
- RIGHT OF WAY BY OTHERS
- EXISTING PROPERTY LINES



D.A.B. DESIGNED	SCALE
HALFF DRAWN	AS NOTED
CHECKED	

PRELIMINARY - FOR INTERIM REVIEW ONLY
 These documents are for Interim Review and not intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of:

David A. Burkett PE # 100068 5/19/2022
 Name PE # Date

AVO: 47512

DATE: MAY 2022 FILE: EXH-PLAN-47512.dwg



GREAT SOUTHWEST PARKWAY
 FROM AVENUE "K" TO FOUNTAIN PKWY

CITY OF GRAND PRAIRIE
 GREAT SOUTHWEST PARKWAY

SHEET 01 113



DAVID BURKETT, PE

Project Manager

David has 21 years of transportation design experience in all project phases including schematic, PS&E, and construction. He understands the full life cycle of a project such as understanding that constructability must be considered during the schematic phase and the importance of setting the design footprint early to begin environmental studies and keep the project on schedule. David's broad base of experience provides an added benefit.

Education

Bachelor of Science, Civil Engineering, Texas Tech University (2001)

Licenses and Registration

Professional Engineer, Texas No. 100068

Years of Experience

21 (18 years at Halff)

Location

Fort Worth, Texas

Exemplary Projects

Great Southwest Parkway Alignment Study (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* for the alignment study of Great Southwest Parkway from Avenue J to Fountain Parkway, approximately 5,600 lf. Great Southwest Parkway is classified as a principal six-lane divided arterial on the City of Grand Prairie Master Thoroughfare Plan which requires a 120-foot right-of-way. However, the existing roadway north of Fountain Parkway was built as a P4D with no room to expand to the interior. Additionally, the existing ROW between Avenue K and Fountain is 100 feet wide which suggests the roadway should be built as a P4D at least as far south as Avenue K. The roadway section south of Johnson Creek should match up with the P6D configuration south of Avenue J. Halff prepared a conceptual plan and profile for roadway which also included the proposed roadway alignment, typical sections as well as existing drainage, water, and sewer lines. For the segment of roadway extending from Avenue J to Avenue K, a bridge was shown to span the floodway of Johnson Creek. Halff also completed estimates of probable construction cost for the roadway alignment and a report summarizing the findings of the preliminary study.

Grand Prairie Improvements at Paragon Outlets (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* for managing the preliminary design and cost estimates for the following projects: pavement marking improvements at the intersection of Sara Jane Parkway and Great Southwest Parkway; IH 20 frontage road widening from Paragon Outlets to Great Southwest Parkway; pavement marking improvements at the intersection of Mayfield Road and northbound SH 360 frontage roads; addition of left turn lane along Great Southwest Parkway at the northbound approach to Sara Jane Parkway intersection; extension of Sara Jane Parkway to cross SH 360 and connect to Arbrook Drive; and ramp relocation to shift the existing northbound exit ramp on SH 360 to Mayfield Road. These projects all included preparation of preliminary horizontal and vertical alignments to determine feasibility and cost.

Westchester Parkway Alignment Study (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* responsible for the alignment study of Westchester Parkway from Dechman Drive to FM 1382, approximately 4,200 feet. Westchester Parkway is classified as a principal four-lane divided arterial on the City of Grand Prairie Master Thoroughfare Plan which requires a 100-foot right-of-way. The existing roadway west of Dechman Drive was built with a 70-foot right-of-way, as an M4U, and the City requested the alignment study maintain the M4U design and 70-foot right-of-way. Two alignment alternatives were prepared to minimize negative impacts to residents and other property owners. Halff prepared a conceptual plan and profile for both roadway alignments which also included the proposed drainage, water, sanitary sewer, and typical sections. Halff also completed estimates of probable construction cost for the roadway alignment and a letter report summarizing the findings of the preliminary study.

DAVID BURKETT, PE

Project Manager

Wildlife Parkway (Dallas County) Grand Prairie, Texas – *Project Manager*

responsible for overseeing the studies, analysis, and the design of Wildlife Parkway from SH 161 to Belt Line Road, approximately 9,300 lf. Most of the existing two-lane roadway is located in the Floodplain of the West Fork Trinity River. The roadway will be elevated out of the Floodplain and widened to a four-lane divided thoroughfare having dedicated left and right turn lanes. The project will also extend the existing roadway across the West Fork Trinity River by adding a 1,900 lf bridge. Additionally, a 500 lf bridge will be part of the design plans for an overflow swale west of Belt Line Road. The project includes the design of a 12-foot wide trail along the roadway extending from SH 161 to east of Hardrock Road, the West Fork Trinity River, a distance of 3,500 lf. This trail will serve as key part of the North Texas Regional Veloweb. The project also includes the design of two bridges with a combined length of 2,400 lf. The project also included a Value Engineering Study to reduce project construction costs. Responsible for the management and preparation of the design schematic and construction plans including paving, grading, traffic control and drainage. Also responsible for project management of internal and external subconsultants.

IH 20 Frontage Road Right Turn Lane (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* responsible for the design of a right turn lane addition to the eastbound IH 20 frontage road at Lake Ridge Parkway. Design includes paving, grading, drainage, traffic control, erosion control, pavement marking and signage. Halff is also responsible for SUE, utility coordination, working with TxDOT to obtain the necessary permits, and assisting with bidding and construction. Responsible as the project manager for the design of this project. Design was complete in September 2018 and construction complete in August 2019.

IH 30 Frontage Road PS&E (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* responsible for the preparation of the plans, specifications, and estimates for the IH 30 Frontage Roads (Eastbound from Northwest 7th to Belt Line Road), a distance of 5,300 lf. Responsible for the project management of internal subconsultants to complete the PS&E design, ROW documentation and environmental documentation. The PS&E design includes the horizontal and vertical alignments for the frontage roads and ramps, paving design, drainage design, preparation of traffic control plans, pavement marking design, signage design, retaining wall design, and preparation of removal plans and typical sections.

Grand Prairie Park & Ride Facility (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* responsible for the design of paving, grading, pavement markings, signing and retaining wall layouts. Additionally, oversight and review of sub consultant work for the design of drainage, retaining walls, illumination, landscape architecture, and shelter architecture. This project includes the design of a 350-car parking facility with room for expansion up to 500 parking spaces. This project is located on the South side of IH 30 East of Belt Line Road. The design includes landscape architecture, paving, grading, drainage, illumination, retaining walls, erosion control, and design of a passenger shelter.

Palace Parkway (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* responsible for the construction of Palace Parkway from Beltline Road to the IH 30 westbound frontage road, approximately 2,400-feet. Palace Parkway is a four-lane, undivided minor arterial. Lead Engineer in the preparation of plans and specifications for paving, grading, drainage, traffic signal, water, and sanitary sewer improvements. Other responsibilities include coordinating the preparation of a CLOMR, CDC permit, TRA permit and acquisition of the ROW and slope easements.



STEPHEN CRAWFORD, PE, CFM

Principal-in-Charge

Stephen has extensive experience with municipal clients and projects. He has worked on numerous drainage studies and drainage design projects in addition to flood mitigation analysis and design, streambank stabilization design, shoreline restoration, site development projects, and multi-use public facility site development. Stephen also has experience with municipal roadway design, utility rehabilitation/relocation, flood warning installations, and construction management.

Education

Bachelor of Science, Civil Engineering, Louisiana Tech University (1996)

Licenses and Registration

Professional Engineer, Texas No. 89249

Years of Experience

26 (26 years at Halff)

Location

Austin, Texas

Exemplary Projects

South Fork of Cottonwood Creek Bridge & Culvert Improvements at Three Crossings (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* for the development of plans and specifications for culvert improvements and bridge replacements at three roadway crossings. Great Southwest Parkway, Robinson Road and Marshall Drive. along South Fork of Cottonwood Creek to improve the flood carrying capacity of each crossing. Design additional culverts at Great Southwest Parkway and new bridges at the other two crossings. Road profiles adjusted to meet desired capacity needs. Prepared traffic control plans for use in construction and coordinated with TRA for a sanitary sewer line relocation. Halff provided structural design and environmental permitting services, as well as additional erosion protection improvements provided upstream and downstream of each roadway.

Tarrant Road Improvements at Arbor Creek (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* for the development of plans and specifications for improvements to culverts to improve the flood carrying capacity of the culverts. Design included providing additional culverts and raising the road profile. Prepared traffic control plans for use in construction and coordinated with TRA on connecting a relocated sanitary sewer line to their system. Additional rock chutes & erosion protection improvements provided upstream and downstream.

Program Management Miscellaneous Services (City of Grand Prairie) | Grand Prairie, Texas – *Program Manager* for various projects for the City including:

- MacArthur Blvd Cultural Resources Monitoring
- Keith Heights Sinkhole Repairs
- Taaffe Creek Rock Chute Design
- Drainage Design Manual Update & Review
- Lake Parks West Flume Design & Drafting
- Central Park Lake 1 Pipe Design
- Vega Street Drainage Design
- Keith Heights Storm Drain Design
- Taaffe Creek Flood Study Review
- Storm Drain Outfall Drafting Services (2 locations)

FY 2010-2017 Drainage Reviews (City of Grand Prairie) | Grand Prairie, Texas – *Program Manager* for indefinite delivery contract to perform third-party drainage reviews for site development submittals in the City of Grand Prairie. To-date Halff has performed more than 100 drainage reviews. Reviews include detailed review of site drainage features and calculations to ensure conformance with drainage criteria. Includes detention and erosion plan reviews and includes meetings with city and client as needed. Performed major review of the future Lakeridge Parkway Extension project hydraulics along Fish Creek, IKEA and Epic Towne Crossing.

Wildlife Parkway (Dallas County) | Dallas County, Texas – *Quality Assurance Lead* responsible for design review & coordination with City of Grand Prairie Staff. Project includes design of four-lane divided roadway in Grand Prairie between SH 161 to Belt Line Road, 9,300-lf. Project also includes the design of 12-ft wide trail extending from SH 161 to east of Hardrock Rd, 3,500-lf. Trail will serve as key part of the North TX Regional Veloweb. Project also includes design of two bridges with combined length of 2,400 lf.



DENNIS HAAR, PE

Quality Assurance / Quality Control

As Halff's Public Works Quality Assurance Manager, Dennis provides QA/QC services for large, multidiscipline projects across teams, offices, and disciplines. He has 24 years of experience working as quality control, project manager or design engineer on numerous construction and engineering highway, private development, and municipal projects.

Education

Master of Science, Structural Engineering, Texas Tech University (1998)

Bachelor of Science, Civil Engineering, Texas Tech University (1996)

Licenses and Registration

Professional Engineer, Texas No. 91811

Years of Experience

24 (23 years at Halff)

Location

Fort Worth, Texas

Exemplary Projects

Transportation Road Improvement Program (TRIP) (Lubbock County) | Lubbock County, Texas – *Program Manager* who was responsible for identifying 133 projects within TRIP valued at more than \$675 million. The identified projects included capacity, safety, surface conversion and TxDOT on-system projects. With the projects identified, Halff prepared planning level cost estimates for each project and prioritized the projects in order of need. Additionally, Halff prepared a web map to track the projects and their ranking and aided with Commissioners Court and community presentations.

President George Bush Turn Pike (SH 161) Main Lanes North of IH 30 to IH 20 (City of Grand Prairie) | Grand Prairie, Texas – *Drainage Design Lead* for the 6.5-mile main lane extension of the PGBT to IH 20. This design build project divided the design into four segments. The drainage lead responsibilities included coordinating the plan production among four design teams in four different branch offices across the state, coordination among the different project disciplines, contractor, and NTTA, and implementation of the design quality control and assurance measures for the drainage design. The lead developed the necessary drainage design protocol for the project to meet the contract technical provision, TxDOT, FHWA and NTTA design criteria. The design included storm drain design for main lane, hydraulic evaluation of six creek crossing, detention pond design to maintain peak discharges to predevelopment conditions through the existing neighborhoods; pavement and wall drain coordination, utility coordination, and construction services.

SH 161 Utility Relocation (City of Grand Prairie), Grand Prairie, Texas – *Project Manager* responsible for the water and sanitary sewer facilities abandonment and relocation along 4.6-miles of the proposed SH 161 corridor through the City of Grand Prairie. Responsible for overseeing the analysis and design for the preparation of construction documents (plans and specifications) for sanitary sewer and water line relocations in advance of new highway construction. Prepared construction plans for 21,400 lf of 8-inch to 24-inch water line and 12,100 lf of 8-inch to 21-inch sanitary sewer line for SH 161 Segments 2 and 3.

IH 30 Utility Relocation (City of Grand Prairie), Grand Prairie, Texas – *Project Manager* responsible for water and wastewater utility relocations for future IH 30 frontage road in Grand Prairie.

Cottonwood and Fish Creek Stream Stability (City of Grand Prairie), Grand Prairie, Texas – *QA/QC Manager* for erosion design services at four locations along Cottonwood Creek and Fish Creek, the largest streams in Grand Prairie. Primary goals were to reduce further downcutting of the stream bed and to protect existing infrastructure including a dam, pedestrian bridge and sanitary sewer lines. Improvements included rock riprap chutes for grade control structures along the centerline and rock riprap slope and bank protection at the dam and pedestrian bridge.

IH 30/Palace Parkway Boundary Surveys (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* responsible for the engineering and survey services for Palace Parkway and IH30 in Grand Prairie.



CONNOR GUERRERO, PE

Deputy Project Manager

Connor has served as design engineer with project management responsibilities for a multitude of municipal and TxDOT projects involving roadway design, traffic control, grading, storm drainage design, erosion control, and 3D Open Roads modeling.

Education

Bachelor of Science, Civil Engineering, Texas Tech University (2016)

Licenses and Registration

Professional Engineer, Texas No. 140690

Years of Experience

6 (6 years at Halff)

Location

Fort Worth, Texas

Exemplary Projects

IH 20 Frontage Road Right Turn Lane (City of Grand Prairie) | Grand Prairie, Texas – *Project Engineer* responsible for plan production and utility coordination. The City of Grand Prairie contracted with Halff to design a right-turn lane addition to the eastbound IH 20 frontage road at Lake Ridge Parkway. Design includes paving, grading, drainage, traffic control, erosion control, pavement marking and signage. Halff is also responsible for SUE, utility coordination, working with TxDOT to obtain the necessary permits, and assisting with bidding and construction. Design was complete in September 2018 and construction complete in August 2019.

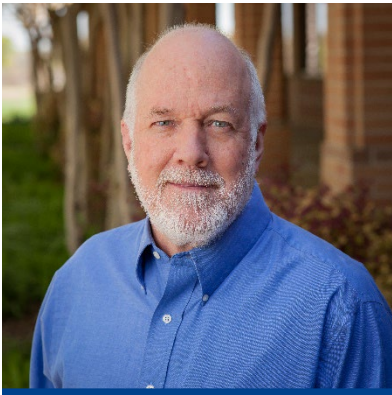
Palace Parkway (City of Grand Prairie) | Grand Prairie, Texas – *Project Engineer* responsible This updating the Palace Parkway construction plans performed by Halff in 2010. Palace Parkway, 2,500 feet in length, was extended from Belt Line Road east to the I-30 frontage road. This project included paving, drainage, water, sanitary sewer, signing, pavement markings and erosion control.

Good Link Trail (City of Grand Prairie) | Grand Prairie, Texas – *Project Engineer* responsible for the schematic and feasibility study for rerouting Good Link Trail at Wildlife Parkway in the City of Grand Prairie.

FM 148 (Kaufman County) | Kaufman County, Texas – *Project Engineer* responsible for project management, roadway design, drainage design and 3D modeling for a new two-lane roadway which bypassed the town of Crandall and connected to US 175. The new roadway tied into the existing roadway at the south end of town and route traffic to/from US 175 a distance of 8,300 feet. The project included the reconstruction of 1,500 feet of two-lane northbound frontage road on US 175 and 3,800 feet of the main lane pavement (four lanes of pavement) to raise the main lanes over the proposed FM 148 bypass roadway creating a grade separated interchange. The design included roadway, bridge, retaining wall, drainage, traffic control, erosion control, and signing/pavement marking.

US 81 / US 287 Frontage Road (TxDOT Fort Worth District) | Rhome and Fort Worth, Texas – *Project Engineer* responsible for roadway design, alternatives analysis, schematic production and 3D modeling. US 287 includes the development of a design schematic to construct continuous one-way, two-lane frontage roads from south of Avondale Haslet to north of Pioneer Road. The total project length is 10 miles and includes reconstruction of cross streets and addition of new cross streets. Reconstruction of 5 miles of main lanes within the corridor is also included.

SH 36 (TxDOT Yoakum District) | Hamilton County, Texas – *Project Engineer* responsible for passing lane layout, typical sections, cost estimate, plan production, cross-sections, and 3D modeling. SH 36 is an existing two-lane roadway with very few short passing lanes. Halff prepared the design to expand this roadway to a Super 2 highway which includes frequent passing lanes ranging between one mile and two miles in length. The project also included shoulder widening, and extended between the limits of Hamilton County, a distance of 25 miles.



DOUG CALHOUN, RPLS

Survey Manager

Doug joined the Surveying Department at Halff in 1981 as a Rodman/Chainman. He advanced through the survey department and has been a Registered Professional Land Surveyor since 2002 and serves as the Survey Manager of the Fort Worth office since 2003. Doug has performed and supervised the construction of paving, drainage, sanitary sewer, water, electrical, and communication duct banks and earthwork type development projects. He has extensive surveying experience with boundary, platting, improvement surveys (ALTA\NSPS), topographic surveys, and surveys for design and construction as well as Global Positioning Systems. Doug’s experience includes deed research, coordinate geometry input of deeds, boundary solutions and legal descriptions, overseeing projects from start to finish.

Licenses and Registration

Registered Professional Land Surveyor, Texas No. 5619

Years of Experience

41 (41 years at Halff)

Location

Fort Worth, Texas

Exemplary Projects

Cottonwood Creek Culvert Improvements (City of Grand Prairie) | Grand Prairie, Texas – Survey Manager for this project which involved plans and specifications for culvert improvements at Great Southwest Parkway and bridge replacements at Robinson Road and Marshall Drive along the South Fork of Cottonwood Creek. The project improved the flood carrying capacity of each crossing, thus providing an improved level of service of the roadway crossings to have a 50-year storm event or greater passing.

IH 30 Frontage Roads (City of Grand Prairie) | Grand Prairie, Texas – Survey Manager for this project which included preparation of PS&E for the IH 30 Frontage Roads (eastbound from Belt Line Road to Future NE 15th Street). The design included paving, grading, traffic control, retaining wall, drainage, erosion control, pavement markings, signing, illumination, and ROW map preparation. The Park and Ride Facility project included the design of a 350-car parking facility with room for expansion up to 500 parking spaces. The new location of this 10-acre site is in the TxDOT surplus right of way on the south side of IH 30, east of Belt Line Road. The design included landscape architecture, paving, grading, drainage, illumination, retaining walls, erosion control, and design of a passenger shelter.

Bardin Road (City of Grand Prairie) | Grand Prairie, Texas – Survey Manager for this project which involved the design of Bardin Road, a four-lane divided arterial roadway from Anca Lane to Robinson and Matthew Road, a four-lane undivided minor arterial roadway from IH 20 to Bardin Road. Total length of the contract was 10,000 lf. Services included schematic design of roadways, plan and profile of roadways, cross-sections, and storm drain plan and profile.

Waketon Road (Town of Flower Mound) | Flower Mound, Texas – Survey Manager overseeing the field and office work for topographic for design and right of way documents of the property adjacent to Waketon Road from Chinn Chapel Road to 1100 feet east of Chinn Chapel.

FM 423 (City of The Colony) | The Colony, Texas – Survey Manager for a major thoroughfare in The Colony overseeing and preparing 35 utility, water and sanitary sewer easements.

North Colony Boulevard (City of The Colony) | The Colony, Texas – Survey Manager for the reconstruction and widening of North Colony Boulevard from Curry Drive to Paige Road, 6,600-feet. Managed the coordinate geometry and boundary solution for the lot and block placement to determine the right of way for possible right of way takes.

Douglas Lane (City of North Richland Hills) | North Richland Hills, Texas – Survey Manager overseeing the design surveys of 2,300 lf of roadway. Project included preparation of a total of 43 right of way and temporary construction parcels.



SCOTT RUSHING, PE, CFM

Senior H&H Engineer

Scott has extensive experience performing hydrologic and hydraulic studies, stormwater master planning studies, stormwater rate studies, channel erosion design, and drainage CIP development. Scott has led major stormwater modeling efforts and citywide planning efforts for many communities across Texas. He is skilled at ensuring that modeling results represent real-world flood risk in complex urban drainage systems and has refined expertise in developing feasible mitigation solutions. He has also performed many on/off system bridge hydraulic designs and has additionally provided FEMA bridge hydraulic analysis for structures. He works with the team to identify structure changes needed to mitigate the impacts, such as pier diameter and location, grading/clearing, and structural depth.

Education

Bachelor of Science, Civil Engineering, Texas A&M University (2008)

Licenses and Registration

Professional Engineer, Texas No. 114519

Certified Floodplain Manager, No. 1775-09N

Years of Experience

14 (14 years at Halff)

Location

Fort Worth, Texas

Exemplary Projects

Arbor, Cedar, Cottonwood and Fish Creek FEMA CTP Mapping (City of Grand Prairie) | Grand Prairie, Texas – *QA/QC and Project Coordinator* who was responsible for the overall project coordination with City consultants to compile stream models and floodplain mapping for submittal to FEMA. Halff compiled Technical Support Data Notebooks (TSDN) and other deliverables to standardize submittals and ensure that all data was meeting the FEMA Guidelines and Specifications. Halff prepared H&H models for five streams within the study area and provided QA/QC review of all H&H models. This project was selected by FEMA for partial funding through the Cooperating Technical Partner (CTP) program. Tasks performed included detailed H&H modeling of Willis Branch and QA/QC of Cottonwood and Fish Creek sub-basin delineations.

Cannon Branch Drainage Study (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* for a drainage study to size a conceptual regional detention pond to alleviate downstream structure and roadway overtopping. The project included HEC-HMS model development and QA/QC of HEC-RAS model development performed by City staff. Developed conceptual opinions of probable cost and provided recommendations for additional downstream improvements in conjunction with the regional detention.

Citywide Storm Drain Master Plan Detail Study (City of Grand Prairie) | Grand Prairie, Texas – *Project Manager* for this stormwater master plan to provide site-specific capacity information for existing storm drain systems and to develop improvement alternatives with coordination from the City to address flooding problems caused by inadequate drainage systems. Nine major watersheds within the City containing more than 580,000 lf of storm drain trunk lines (24 inches or larger) were analyzed for the 2-year, 10-year, and 100-year events using StormCAD v8i modeling package. Drainage areas were delineated for each modeled inlet and rational method discharges were computed for each modeled storm event. Living StormCAD models were provided to the City to facilitate on the fly updates to existing storm drain systems by incorporating development changes and watershed revisions so that information is always current. A comprehensive prioritization of capital projects was developed as part of this master plan, which included improvement alternatives from four additional major watersheds studied previously by Halff using the same methodology and modeling software.

FM 148 Bypass – Relief Route (TxDOT Dallas District) Kaufman County – *Hydraulic Task Leader* responsible for bridge class culvert sizing. Project included hydrologic modeling of a large SCS reservoir immediately upstream of the new culvert crossing. Scott developed a hydraulic model to ensure the culverts passed the design storm and caused no adverse impact outside of TxDOT ROW per local drainage criteria.

Gibson Lane Extension (City of Texarkana) | Texarkana, Texas – *Hydraulic Task Leader* who completed the hydraulic analysis and bridge design for an off-system bridge over a Zone AE floodplain. Halff leveraged existing FEMA models and designed the bridge to TxDOT standards with a span over the FEMA floodway with only piers encroaching the floodway. The design minimized the required mitigation, drainage easement acquisition and environmental impact to meet NWP 14. Halff designed SWPPP per HEC-23 and provided a no-rise memo to the FPA.



CAMERON VESTER, PE

Senior Structural Engineer

Cameron joined Halff in 2010 after interning with the firm for four years. Since joining Halff, he has worked as a design engineer for several municipal and TxDOT projects. These projects have involved a wide variety of construction materials including reinforced concrete, reinforced masonry, light gage metal, structural steel and timber.

Education

Master of Engineering,
Structural, Rice University
(2010)

Bachelor of Science, Civil
Engineering, Rice University
(2010)

Licenses and Registration

Professional Engineer, Texas
No. 128858

Years of Experience

12 (12 years at Halff)

Location

Fort Worth, Texas

Exemplary Projects

Grand Prairie Improvements at Paragon Outlets, Grand Prairie, Texas – *Design Engineer* responsible for managing the preliminary design of each alternative. Project includes preliminary design and cost estimates for the following projects. Pavement marking improvements at the intersection of Sara Jane Parkway and Great Southwest Parkway. IH 20 frontage road widening from Paragon Outlets to Great Southwest Parkway. Pavement marking improvements at the intersection of Mayfield Road and northbound SH 360 frontage roads. Addition of left turn lane along Great Southwest Parkway at the northbound approach to Sara Jane Parkway intersection. Extension of Sara Jane Parkway to cross SH 360 and connect to Arbrook Drive. Ramp relocation to shift the existing northbound exit ramp on SH 360 to Mayfield Road. These projects all included preparation of preliminary horizontal and vertical alignments to determine feasibility and cost.

PGBT (SH 161) Main Lanes North of IH 30 to IH20, Grand Prairie, Texas – *Design Engineer* for the 6.5-mile main lane extension of the PGBT to IH 20. This design build project divided the design into four segments. The drainage lead responsibilities included coordinating the plan production among four design teams in four different branch offices across the state; coordination among the different project disciplines, contractor and NTTA; and implementation of the design quality control and assurance measures for the drainage design. The lead developed the necessary drainage design protocol for the project to meet the contract technical provision, TxDOT, FHWA, and NTTA design criteria. The design included storm drain design for main lane, hydraulic evaluation of six creek crossing, detention pond design to maintain peak discharges to predevelopment conditions through the existing neighborhoods; pavement and wall drain coordination, utility coordination, and construction services. Design Engineer responsibilities were to design Line M (8,310 lf) and Line O (7,880 lf) and the addition of two area inlets.

CRWS Secondary Access (Trinity River Authority) | Grand Prairie, Texas – *Design Engineer* for the improvement of the secondary access road and levee. Project includes 40,000 sf of segmented block MSE wall and 2,200 sf of cantilever, cast-in-place concrete headwall. The project also included a premanufactured guard booth installed on a suspended concrete slab supported by straight drilled shafts.

Wildlife Parkway (Dallas County) | Dallas County, Texas – *Design Engineer* for the design of Wildlife Parkway from SH 161 to Belt Line Road, 9,300 lf. Most of the existing two-lane roadway is in the floodplain of the West Fork Trinity River and will be elevated out of the floodplain and widened to a four-lane divided thoroughfare having dedicated left turn lanes. The project will also extend the existing roadway across the West Fork Trinity River by adding a 1,900 lf bridge. Additionally, a 500 lf bridge will be part of the design plans for overflow swale west of Belt Line Road. Responsible for the preparation of the design schematic and construction plans including paving, grading, traffic control and drainage.

Baker Boulevard Intersection Improvements (City of Richland Hills) | Richland Hills, Texas – *Design Engineer* preparing design schematic and construction plans including paving, grading, traffic control and drainage for intersection improvements along Baker Boulevard at Rufe Snow Drive, Ash Park Drive/Vance Road, and Handley-Ederville Road. This project will be let and constructed by TxDOT. Improvements for this project include the addition of sidewalk, curb and gutter at each intersection, realigning Ash Park Drive to eliminate the intersection offset with Vance Road. The project also includes addition of bicycle lanes along Baker Boulevard.



CARA ROUVALDT

Public Involvement / Noise Study Analysis

Cara has 12 years of experience and has spent her full career at Halff. She manages a team of environmental and public involvement (PI) specialists and uses Halff's QA/QC procedures to ensure delivery of quality documentation. Cara has led comprehensive PI efforts, directed in-person and virtual PI events and completed environmental documentation for NEPA compliance on major roadway corridors for every major Texas region.

Education

Bachelor of Arts, Environmental Studies, Austin College (2010)

Years of Experience

12 (12 years at Halff)

Location

Richardson, Texas

Exemplary Projects

IH 635 LBJ East Freeway, Schematic and Re-evaluation (TxDOT Dallas District) | Dallas, Garland and Mesquite, Texas – *Public Involvement Task Leader* who directed the re-evaluation of the original EA/FONSI, including stakeholder meetings, an open house public meeting, public hearing, and two noise workshops. This proposed project included the reconstruction of a 10-mile segment of IH 635 from US 75 to IH 30 and would add general purpose lanes plus auxiliary lanes, managed lanes, and frontage roads. Adjacent property owners voiced outrage at the public meeting over noise barriers originally proposed in the 2003 EA that were never built. Cara worked to expedite the noise workshops and environmental documentation in order to appease adjacent property owners and enable the approved proposed noise barriers to proceed to final design and construction. Environmental clearance received in April 2017.

SH 205 Corridor, Alternatives Analysis, Schematic, and Environmental Assessment (TxDOT Dallas District) | Kaufman, Rockwall and Collin Counties, Texas – *Public Involvement Task Leader* for this project converting the existing two-lane highway into a four-lane divided arterial with ultimate accommodations for six lanes as well as a new location John King Blvd alignment. The project was broken up into three projects - north, middle, and south. Cara managed the environmental studies, which included two CEs and one EA. She also oversaw the PI effort, which included multiple stakeholder meetings, one-on-one city staff meetings, MAPOs with adjacent neighborhoods, public meetings, and public hearings. The projects received environmental clearance in April 2018 (North CE), April 2019 (South EA FONSI), and January 2020 (Middle CE).

I-45/US 175 SM Wright Phases I & II (TxDOT Dallas District) | Dallas, Texas – *Public Involvement Task Leader* who coordinated agency/public outreach with 75 meetings during two years. Cara used a wide range of tools to engage stakeholders, EOs and the public including public meetings/hearings, open houses, stakeholder meetings, newsletters, flyers, 3D visualization, bilingual materials, website, and media outreach. At the public hearing, a new concern was raised regarding access. Cara worked to develop alternative concepts and used a special Saturday Town Hall meeting hosted by a state Senator to gather stakeholder input. A subsequent public hearing was held five months later with significant community support. The project received a FONSI 75 days afterwards.

I-30/SH 360 (TxDOT Fort Worth District) | Fort Worth, Texas – *Environmental Task Leader* who faced several environmental challenges prior to environmental clearance, including sensitive receivers to traffic noise, impacts to water resources and Section 404 permitting, riparian forest impacts, and historic resources including an adjacent historic cemetery. Cara worked with project engineers to avoid ROW take at the cemetery that resulted in eliminating one of three access drives to the Watson Cemetery. Cara expedited the project schedule and minimized costs by working with the project engineers and Fort Worth staff to develop a schematic that minimized impacts to WOTUS and avoided an Individual Permit under Section 404 of the Clean Water Act (CWA).



JAMES (JAY) SAPPINGTON, IV, PE

Geotechnical Engineer

Jay, President and Director of Engineering at CMJ Engineering, Inc., has worked in the field of geotechnical engineering and construction materials testing and inspection since 2004. His wide-ranging experience includes environmental investigations, remediation, and engineering, hydrology and hydraulics engineering, and land development engineering. Typical projects include commercial, retail, manufacturing, and educational buildings, warehouses, highways and streets, bridges, above and below-grade retaining structures, earth slope stability (distress, remediation, and design), major utility installations, elevated and ground-supported storage tanks, apartments and townhomes, residential subdivisions, and distress investigations.

Education

Master of Science, Civil Engineering, University of Texas at Arlington (2003)

Bachelor of Science, Civil Engineering, University of Texas at Arlington (2002)

Licenses and Registration

Professional Engineer, Texas No. 97402

Years of Experience

18 (18 years with CMJ)

Location

Fort Worth, Texas

Exemplary Projects

Park Vista Boulevard (City of Fort Worth) | Fort Worth, Texas – *Geotechnical Engineer* for this project which consisted of extending Park Vista Boulevard from Ray White Road northward to Keller Hicks Road. The project length is on the order of 1 mile and includes a bridge crossing of Big Bear Creek. Three roundabout features were designed at the major intersections of Ray White Road, Golden Triangle Boulevard, and Keller Hicks Road.

CRWS Secondary Access Route (Trinity River Authority) | Grand Prairie, Texas – *Geotechnical Engineer* for this approximate 1.4-mile project that began at the east end of Gifford Street traversing eastward to the existing rail spur, then follows the rail spur northward to the plant. Fill was planned along the project length to establish the final roadway profile above the 100-year water surface elevation. In addition, retaining walls with a maximum height of approximately 8 feet were planned to establish final roadway grades along the westernmost portion of the alignment. The access route will traverse up to the crest of the existing flood protection levee at the connection to the plant at Avenue F, requiring an impact evaluation of the levee in this vicinity.

Northeast Campus Bus Stop Addition and Paving Repairs (Tarrant County College District) | Hurst, Texas – *Geotechnical Engineer* for this geotechnical engineering study of a new bus stop to include a pre-fabricated shelter serving the TCCD NE Campus located at 828 W. Hardwood Road in Hurst. In addition, paving repair/replacements were planned at key turning movement locations along the proposed bus route.

Northwest Campus Paving Assessment and Repair (Tarrant County College District) | Fort Worth, Texas – The project consisted of evaluation and either refurbishing or reconstructing select sections of the existing distressed concrete roadways serving the TCCD NW Campus located at 4801 Marine Creek Parkway in Fort Worth. The subject existing concrete roadway extended west from Marine Creek Parkway 1,500 feet then north and westward an additional 1,000 feet.

Marine Creek M-365 Parallel Interceptor (City of Fort Worth) | Fort Worth, Texas – *Geotechnical Engineer* for this planned M-365 parallel sewer line beginning near the southern dead-end of Ten Mile Bridge Road, traversing northwestward along the existing line for an approximate total project length of 5,200 feet. The parallel relief interceptor was planned 24 to 36 inches in diameter. Consideration was also being given to replacing the existing sewer line using pipe-bursting techniques.

Plano Environmental Education Center Water Walk (City of Plano) | Plano, Texas – *Geotechnical Engineer* for these planned exterior improvements to the existing Plano Environmental Education Center located at 4116 W. Plano Parkway in Plano. The improvements will include concrete paved areas, decomposed granite walks, relatively low-height retaining walls, and unique boardwalk/pier over the existing water feature.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022

REQUESTER: Caryl DeVries, P.E., PTOE

PRESENTER: Caryl DeVries, P.E., PTOE, Assistant Director of Transportation

TITLE: Resolution 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 Television (CCTV) cameras along SH 161 from Pioneer Pkwy to IH 30, and Main Street / Jefferson Street from NW 23rd Street to SW 4th Street

RECOMMENDED ACTION: Approve

ANALYSIS:

The City of Grand Prairie is entering into an agreement with TxDOT for the installation of Dynamic Message Signs (DMS) and Closed-Circuit CCTV cameras along SH 161 from Pioneer Parkway to IH 30, and along Main Street / Jefferson Street from NW 23rd Street to SW 4th Street.

This is a Congestion Mitigation and Air Quality (CMAQ) Improvement Program On-System Project. The installation of DMS and CCTV cameras 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 is \$1,209,794.95 of which \$924,192.80 is federally funded, \$285,602.15 is state funded. The City will be responsible for professional services and construction oversight, and will be reimbursed fully for the full project cost up to \$1,209,794.95.

FINANCIAL CONSIDERATION:

Upon approval, funds (\$1,209,794.95) will be paid from the Grant Fund (3005)

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 SH 161 FROM PIONEER PARKWAY TO IH 30, AND ALONG MAIN STREET / JEFFERSON STREET FROM NW 23RD STREET TO SW 4TH STREET.

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 **116073** 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 SH 161**. The portion of the project work covered by the Local Project Advance Funding Agreement (LPAFA) is identified in the LPAFA, Article 3, Scope of Work (Project), and

WHEREAS, the City Council has approved entering into the LPAFA by this resolution dated June 7, 2022, which will be attached to and made a part of the LPAFA as Attachment C. A map showing the Project location appears in Attachment A, which is attached to and made a part of the LPAFA, and

WHEREAS, the City Council finds and determines that the City is entering into the LPAFA in the exercise of the City's governmental functions in the interest of the health, safety, and welfare of the general public.

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

Section 1. The recitals above are true and correct and are hereby incorporated into this resolution as if fully set forth herein, and the City Manager is authorized to execute a LPAFA with 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 SH 161 from Pioneer Parkway to IH 30, and along Main Street / Jefferson Street from NW 23rd Street to SW 4th Street.

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

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 SH 161 corridor within Grand Prairie.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,
TEXAS, JUNE 21ST, 2022.**

TxDOT:				Federal Highway Administration:		Item 14.
CSJ #	2964-01-052			CFDA No.	20.205	
District #	18/DAL	AFA ID	Z00002500		CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950					
Project Name	SH 161 Installation DMS/CCTV			<i>AFA Not Used For Research & 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 **116073** 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 SH 161**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	2964-01-052			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002500	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950				
Project Name	SH 161 Installation DMS/CCTV				
<i>AFA Not Used For Research & Development</i>					

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	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	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 SH 161 from Pioneer Pkwy to IH 30, and Main St / Jefferson St from W. of SH 161 to E. of SH 161 as shown in Attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) 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 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

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Project Name	SH 161 Installation DMS/CCTV				
<i>AFA Not Used For Research & Development</i>					

- 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 B. 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 B 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 B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
 - F. The budget in Attachment B 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 B. 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 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 B. At a

TxDOT:				Federal Highway Administration:	
CSJ #	2964-01-052			CFDA No.	20.205
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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 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.

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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 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.

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

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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.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
 - C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
 - D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
 - E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
 - F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
 - G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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:

Local Government:	State:
City of Grand Prairie ATTN: Director of Transportation PO Box 534045 Grand Prairie, TX 75053-4045	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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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 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

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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.
- 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

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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:

- 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

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- H. programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
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.
- 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.
- 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

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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 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

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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/>
 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.

TxDOT:				Federal Highway Administration:	
CSJ #	2964-01-052			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002500	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950				
Project Name	SH 161 Installation DMS/CCTV			<i>AFA Not Used For Research & Development</i>	

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.
- 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.

TxDOT:				Federal Highway Administration:	
CSJ #	2964-01-052			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002500	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950				
Project Name	SH 161 Installation DMS/CCTV			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

 Signature

Kenneth Stewart
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

 Date

 Signature

Walter Shumac, III
 Typed or Printed Name

Director of Transportation
 Typed or Printed Title

 Date

TxDOT:			
CSJ #	2964-01-052		
District #	18/DAL	AFA ID	Z00002500
Code Chart 64 #	16950		
Project Name	SH 161 Installation DMS/CCTV		

Federal Highway Administration:		Item 14.
CFDA No.	20.205	
CFDA Title	Highway Planning and Construction	
AFA Not Used For Research & Development		

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CSJ #	2964-01-052			CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002500	CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950				
Project Name	SH 161 Installation DMS/CCTV			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B PROJECT BUDGET

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

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

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering – (by Local)	\$99,244.80	80%	\$79,395.84	20%	\$19,848.96	0%	\$0
Construction – (by Local)	\$1,044,443.79	80%	\$835,555.03	20%	\$208,888.76	0%	\$0
Subtotal	\$1,143,688.59		\$914,950.87		\$228,737.72		\$0
Environmental Direct State Costs	\$1,444.05	80%	\$1,155.24	20%	\$288.81	0%	\$0
Engineering Direct State Costs	\$1,444.05	80%	\$1,155.24	20%	\$288.81	0%	\$0
Right of Way Direct State Costs	\$1,444.05	80%	\$1,155.24	20%	\$288.81	0%	\$0
Utility Direct State Costs	\$1,444.05	80%	\$1,155.24	20%	\$288.81	0%	\$0
Construction Direct State Costs (1%)	\$5,776.21	80%	\$4,620.97	20%	\$1,155.24	0%	\$0
Subtotal	\$11,552.41		\$9,241.93		\$2,310.48		\$0
Indirect State Cost (4.77%)	\$54,553.95	0%	\$0	100%	\$54,553.95		\$0
TOTAL PROJECT COST	\$1,209,794.95		\$924,192.80		\$285,602.15		\$0

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: \$0

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

TxDOT:				Federal Highway Administration:		Item 14.
CSJ #	2964-01-052			CFDA No.	20.205	
District #	18 / DAL	AFA ID	Z00002500		CFDA Title	Highway Planning and Construction
Code Chart 64 #	16950					
Project Name	SH 161 Installation DMS/CCTV			<i>AFA Not Used For Research & Development</i>		

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/07/2022

REQUESTER: Megan Mahan

PRESENTER: Megan Mahan, City Attorney

TITLE: Lease with Grand Prairie Hotel Development Corporation (GPHDC) for EpicCentral Hotel; Landlord, Tenant and Manager Non-Disturbance and Attornment Agreement with the City GPHDC and Concord GPHCC Management, LLC; Authorize hotel management contract between GPHDC and GPHCC Management, LLC as Hotel Operator

RECOMMENDED ACTION: Approve

ANALYSIS:

The City has created a local government corporation, Grand Prairie Hotel Development Corporation, ("EpicCentral LGC") to be the EpicCentral Hotel's Tenant. The Tenant will contract with the hotel management company (GPHCC Management, LLC). The lease requires City approval of the hotel management contract. The Landlord, Tenant and Manager Non-Disturbance and Attornment Agreement outlines what happens to the management contract in the event of a lease termination or assignment.

The lease between the City and the EpicCentral LGC has the following terms:

Rent:

Base Rent: \$1,400,000 per year
Common Area Maintenance Charge (CAM): to be set by Landlord
Excess Net Profits

Term: 50-year term, begins after substantial completion

Maintenance, Repairs, Taxes, Insurance: Tenant responsibility

City use:

50 hotel rooms annually at the "owner's rate"; additional will be an agreed discount
6 large events at 30% discount or at cost
Small events on a "space available basis" at 30% discount or at cost

City Approvals Required:

Budget and Annual Plan

Franchise/Franchise Agreement
 Management Company/Management Agreement
 Material Alterations to Building
 Convention Center Trade Name
 Demolish/Tear down facilities
 Construct/install underground or aboveground storage tanks
 LGC has no right to mortgage leasehold interest or building
 Assignment/subletting of full facility

The Management Agreement between the EpicCentral LGC and the management company has the following terms:

Term:

Five (5) full calendar years; One (1) automatic renewal option for two (2) full calendar years; annual renewal(s) thereafter. Annual renewals can be terminated with a 60-day notice of non-renewal.

Fees: Greater of 3% Operating Revenues or \$3,500/Mth, plus Preopening and Centralized Services Fees

Reporting:

Annual Operating & Capital Budgets; Due November 1; 45 Day Review Period
 Annual Marketing Plan; Due November 1; 45 Day Review Period
 Monthly Financial Reports (Full Suite – Balance Sheet, Income Statement, Cash Flow, Marketing)

Cash Distributions To GPHDC:

Excess cash flow (Net Income) is due five days after issuance of financials – monthly; less adjustments required for seasonal cash flow requirements.

Capital Reserve:

Dedicated bank account managed by Concord / owned by GPHDC.

Capital Reserve basis is from operating revenues where Year 1 = 2%, Year 2 = 3%; Year 3+ = 4%

Reserve is expected to fund one-time capital improvements as needed; improvements approved via annual capital budget submission; GPHDC required to fund short fall(s) in approved capital needs.

Working Capital:

The greater of \$300,000 or Twenty-One (21) Day Operating Expenditures

Owner covers working capital requirements; working capital is managed by Concord / owned by the GPHDC.

.FINANCIAL CONSIDERATION:

Any financial obligations of the City will be paid from The EPIC Central Capital Projects Fund (360093). Rent will be deposited in the EpicCentral revenue account to pay bond repayment obligations.