



*** * * Amended * * ***

Time Change from 7:00 pm to 6:00 pm
REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL

March 26, 2019

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254
6:00 ~~7:00~~ PM WORK SESSION
7:30 PM REGULAR MEETING

1. Call Meeting to Order

Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- Budget Suites of America located at 15130 Marsh Lane, Addison, Texas 75001

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

WORK SESSION

2. Present and Discuss the Format for the Town Meeting on April 15, 2019.
 3. Present and Discuss the **Appointment of a Special Project Committee to Provide Input on Art and Station Design Elements Associated with the DART Cotton Belt Regional Rail Project.**
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements Regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

4. Consider Action to **Approve the March 12, 2019 Work Session and Regular Meeting Minutes and the March 14, 2019 Economic Development Work Session Minutes.**

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5. Consider Action to Approve a **Resolution for an Agreement with Fello, Inc. for the Rental of Point of Sale Hardware Systems for Addison's Major Special Events (Taste Addison, Kaboom Town! and Oktoberfest) and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$92,110.
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6. Consider Action to Approve a **Resolution Authorizing the Town of Addison, Texas to Enter into an Inter-Local Agreement with the City of Carrollton, Texas for the Utilization of Carrollton's Fleet Service Garage for the Maintenance and Repair of Addison Fire Apparatus Equipment and Emergency Vehicles for a Term Expiring September 30, 2019 and Authorize the City Manager to Execute the Agreement.**
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7. Consider Action to Approve a **Resolution to Authorize an Agreement Between the Town of Addison and Joe Goddard Enterprises, LLC, for the Purchase and Installation of Six (6) New Outdoor Early Warning Systems Speakers and Additional Amplifier Modules and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$144,619.48.
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8. Consider Action to Approve the **Purchase of Belt Line Street Light Poles, Base Covers, Luminaries, Pulse Start Lamps, and Breakaway Support Systems and Authorize the City Manager to Execute the Purchase** in an Amount not to Exceed \$76,746.40.
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9. Consider Action to Approve the **Purchase of Traffic Signal Controllers, Traffic Signal Lights, Communications Units, Traffic Signal Backup Batteries, Video Detection Upgrades, Associated Components; Renewal of Traffic Signal Software; an Agreement for the Maintenance and Testing of the Back-Up Battery System and Authorize the City Manager to Execute the Purchase** in an Amount not to Exceed \$240,265.
-

Regular Items

10. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for Lupe Tortilla, Located at 4535 Belt Line Road, from the Code of Ordinances, Chapter 62 Section 62-163. – Area, in Order to Permit a Sign Exceeding the Allowed Letter/Logo Height Requirement.**

11. Present, Discuss, and Consider Action on an **Ordinance Amending Chapter 22 - Businesses, of the Code of Ordinances by Adding Article IX, Hotel/Motel Maximum Exemptions from the Payment of Hotel Occupancy Tax, in order to Set a Cap on the Number of Room Nights that May be Exempt from the Payment of Hotel Occupancy Tax.**

12. Present, Discuss and Consider Action on an **Ordinance Amending Chapter 2 - Administration of the Code of Ordinances to Allow for the Sale of Unclaimed Impounded Personal Transport Vehicles, and Amending Chapter 70 - Streets, Sidewalks and Other Public Places of the Code of Ordinances by Adding Article VII, Division 2. Personal Transport Vehicles to Regulate Bikesharing and Scootersharing Companies in the Public Right-of-Way and on Town Property.**

13. Present, Discuss and Consider Action on a **Resolution Authorizing the City Manager to Execute Easement and Property Acquisition Documents Necessary to Construct Public Improvements Associated with the Midway Road Reconstruction Project.**

14. Present and Discuss an **Update on the Design of the Midway Road Reconstruction Project.**

15. Present, Discuss, and Consider Action to **Reject the Proposal Received in Response to Request for Proposal #19-16 for Debris Monitoring Services for the Cities of Addison, Carrollton, Coppell, and Farmers Branch.**

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

AMENDED AGENDA RE-POSTED AT:

Irma Parker, City Secretary

Re-post Date: **Friday, March 22, 2019**

RE-post Time: **11:00 am**

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH
DISABILITIES. PLEASE CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Work Session and Regular Meeting

2.

Meeting Date: 03/26/2019

Department: City Manager

AGENDA CAPTION:

Present and Discuss the Format for the Town Meeting on April 15, 2019.

BACKGROUND:

Town Meetings are held twice a year in the spring and fall. This year, the spring meeting will be held on April 15th, 2019 at 7:00 pm at the Addison Conference Centre.

During its March 12, 2019 Council Work Session, Council discussed the format of the meeting and each Council Member selected a presentation topic.

Council Member Marlin Willesen and Mayor Pro Tempore Paul Walden requested this item be revisited to further discuss simulcasting the meeting on Facebook Live.

RECOMMENDATION:

Staff requests direction from Council.

Work Session and Regular Meeting

3.

Meeting Date: 03/26/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present and Discuss the **Appointment of a Special Project Committee to Provide Input on Art and Station Design Elements Associated with the DART Cotton Belt Regional Rail Project.**

BACKGROUND:

In December 2018, DART awarded a contract to Archer Western Herzog Joint Venture (AWH) for the design and construction of the Cotton Belt Regional Rail Project. AWH is currently working on the design of the rail corridor. As part of the design process, DART and AWH need to develop design concepts for each station along the route. While some station design elements will be consistent in each station, other features will be selected so that each station reflects its community.

To do so, DART is proposing to use an Art & Design Committee to provide input on these unique design elements. DART has requested that the Town provide 8-14 individuals to make up Addison's Art and Design Committee. DART's process is anticipated to include five committee workshops over four months.

Staff will present the attached presentation and request direction from Council on the appointment process for committee members.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - DART Art and Design Committee

DART Cotton Belt Art and Design Committee

March 26, 2019

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic element on the right side of the slide, which includes a white circle and a blue circle, creating a stylized 'A' shape. The entire graphic is set against a white background with a blue diagonal stripe running from the top right to the bottom left.

ADDISON

Cotton Belt Update

ADDISON

12/26/18

- DART awarded contract to Archer Western Herzog Joint Venture (AWH) for design and Construction of the Cotton Belt Regional Rail Project.

1/7/19

- DART provided Notice to Proceed to AWH

2/12/19

- DART authorized modification to contract to include double track for the complete corridor

May 2019-July 2022

- Construction

December 2022

- Revenue Service

Community Engagement

A blue circular logo with the word "ADDISON" in white capital letters.

- Kick-off Meetings
 - Addison/Carrollton
 - Wednesday April 3rd 6:30pm at the Addison Conference Centre
- Design and Construction Updates
 - Quarterly meetings
 - Monthly web-based updates
 - Project Hotline
- Mitigation Monitoring Program
 - Quarterly updates to track mitigation commitments
- Betterment Program
 - Neighborhood Workshops
 - Schedule to be determined

- Art and Design Program
 - Station designs will have elements of continuity as well as community reflection
 - Opportunity for community input on unique design elements
 - Art and Design Committee
 - 8-14 individuals representing neighborhoods and businesses near station
 - Anticipated to meet for five workshops over a four month period
 1. Kick-off meeting
 2. Site tour & key items identified
 3. Artistic value statements and brainstorming
 4. Options & estimates presented for feedback and selection
 5. Final presentation of station renderings

Committee Selection Options

■ DART Cotton Belt Area Focus Group Members

- | | | |
|------------------|------------------|---------------|
| ■ Liesl Mayerson | ■ Shannon Sear | ■ Nancy Craig |
| ■ Taylor Bowen | ■ Margie Gunther | ■ Peggy Ploss |
| ■ Mary Jo Cater | ■ Jan Rugg | ■ Gail Barth |
| ■ Gage Hunt | ■ Luis Santeliz | ■ Lola Hurt |
| ■ Lesli Gray | ■ Juli Branson | |

■ Addison Circle Special Area Study Special Project Committee

- | | | |
|---------------------|----------------|------------------|
| ■ Alan Wood | ■ Jimmy Homan | ■ Margie Gunther |
| ■ Andrew Long | ■ Judy Lembke | ■ Michael Hope |
| ■ Chris DeFrancisco | ■ Juli Branson | ■ Phyllis Silver |
| ■ Jeffrey Pearson | ■ Liz Oliphant | ■ Taylor Bowen |

■ Addison Arbor Foundation

■ Review unused existing applicants or request new applicants

Next Steps

- 3/26/19 - Council provides direction on selection process during Work Session
 - Staff will reach out to determine interest/request new applications
- 4/9/19 - Action item on Council meeting agenda to make appointments

Work Session and Regular Meeting

4.

Meeting Date: 03/26/2019

Department: City Manager

AGENDA CAPTION:

Consider Action to **Approve the March 12, 2019 Work Session and Regular Meeting Minutes and the March 14, 2019 Economic Development Work Session Minutes.**

BACKGROUND:

The City Secretary has prepared the March 12, 2019 Work Shop and Regular Meeting Minutes and the March 14, 2019 Economic Development Work Session Minutes.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - March 12, 2019 Work Session and Regular Meeting

Minutes - March 14, 2019 Economic Development Strategic Plan Work Session

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION & REGULAR MEETING

March 12, 2019

**Addison Town Hall, 5300 Belt Line Rd.,
Dallas, TX 75254**

**6:00 p.m. Work Session
7:30 p.m. Regular Meeting**

Present: Mayor Joe Chow; Mayor Pro-Tempore Paul Walden; Deputy Mayor Pro-Tempore Tom Braun; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Lori Ward; and Council Member Marlin Willesen

WORK SESSION

1. **Present and Discuss a Personal Transport Vehicle Pilot Program to Regulate Bikesharing and Scootersharing Companies in the Public Right-of-Way and on Town Property.**

Presentation: *Charles Goff, Assistant Director of Development Services.* At the November 27, 2018 work session Staff presented various rules/regulations from neighboring cities that have bikesharing and scootersharing companies in their communities. Staff was directed to develop a pilot program with similar requirements to those utilized by the City of Plano.

A draft ordinance was proposed for Council review and consideration with a new broader title by grouping bicycles, scooters and similar vehicles under a new term – ‘Personal Transport Vehicles (PTV)’. COUNCIL COMMENTS: Council requested that Staff research the liability insurance coverage carried by PTV companies and required by other cities. Amendments to proposed ordinance included: (1) consolidation to one fee/permit schedule; (2) establish a data collection system to track staff time to regulate the program to include code enforcement issues; and (3) inquire about an integrated complaint system between Town and vendor. Mr. Goff advised he could have answers available for the next meeting and could have the ordinance available for action by the April 23, 2019 meeting.

2. **Present and Discuss the Format for the Town Meeting on April 15, 2019.**

Presentation: *Mary Rosenbleeth, Director of Marketing & Communications.* Council was asked what topics they would like to present at the Town Hall Meeting. The following topics were assigned and agreed to:

- Mayor Joe Chow – open/close meeting, introductions, miscellaneous information i.e. election, special events, meeting format;
- Mayor Pro-Tempore Paul Walden – update on License Plate Recognition (LPR) Program;
- Deputy Mayor Pro-Tempore Tom Braun – Bond Committee, Midway Road Project;
- Council Member Ivan Hughes – Parks, Addison Circle Park;
- Council Member Guillermo Quintanilla – Update on Airport & Customs Bldg., Midway Road;
- Council Member Lori Ward – Economic Development update i.e. new companies relocating/expanding in Addison, Unified Development Code; and
- Council Member Marlin Willesen – Non-profit organizations.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

3. **Public Comment:** *The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.*
-

Consent Agenda: *All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

4. **Consider Action to Approve the February 20, 2019 Work Session and Regular Meeting Minutes.**

MOTION: Council Member Hughes moved to approve the February 20th minutes with the

following amendment to Work Session Item #2 to add the following statement to ‘COUNCIL COMMENTS’ to read as follows:

*‘Favorable comments were received **however residents voiced concerns about the trails section of the DRAFT Parks, Recreation and Open Space Master Plan, particularly that residents are uncomfortable without knowing more specifically where trails would be located. Many residents voiced strong support for the suggestion in the DRAFT Parks, Recreation and Open Space Master Plan that a separate Trails Master Plan be created.***

Mayor Pro-Tempore Walden seconded the motion. Motion carried unanimously.

Regular Items

5. **Consider Action to Approve a Resolution for a Performance Contract Between the Town of Addison and Gary Osier Presents, Inc. for the Personal Services of Musicians, Josh Abbott Band and to Authorize the City Manager to Execute the Contract in an Amount not to Exceed \$130,000.**

Jasmine Lee, Director of Special Events, presented the performance contract with the Josh Abbott Band for Council consideration and approval. Talent producer Gary Osier Presents, Inc., has secured this entertainment headliner for Taste Addison. The fee for services is 8.75% of the band’s proceeds, with no commission from the gate or merchandise sales. Contract documents remain the same as previous years. The Town has contracted with this agency in the past and have been pleased with the services provided. Ms. Lee advised that a total of five bands would be performing from 1:30 pm to 10 pm in hopes of generating a larger attendance throughout the day not just after 8pm as had been the practice. A short Taste Addison promotional video was presented. Upon approval of these entertainment contracts, the video will be released.

City Attorney McDonald requested that this item be corrected to indicate that the contract is between the Town and the Josh Abbott Band. That correction/amendment was made and indicated in the header record of this item and the finalized Resolution.

MOTION: Council Member Hughes moved to approve the Performance Contract as amended with the Josh Abbott Band and to Authorize the City Manager to Execute the Contract in an Amount not to Exceed \$130,000. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R19-017: Josh Abbott Band Contract - Taste Addison

6. **Consider Action to Approve a Resolution for a Performance Contract Between the Town of Addison and The All-American Rejects Corp. O'Touring for the Personal Services of Musicians and to Authorize the City Manager to Execute the Contract in an Amount not to Exceed \$80,000.**

Jasmine Lee, Director of Special Events, presented the performance contract for the All-

American Rejects Corporation O'Touring for personal services of musicians at Taste Addison of an amount not to exceed the \$80,000 budgeted funding. The talent producer Degy Booking International, Inc. will be on site for all performances for a fee of 10% of the band's proceeds, and no commission from the gate or merchandise sales.

MOTION: Council Member Ward moved to approve Performance Contract with The All-American Rejects Corp. O'Touring and to Authorize the City Manager to Execute the Contract in an Amount not to Exceed \$80,000. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Resolution No. R19-018: All-American Rejects Corp. O'Touring -Taste Addison

7. **Hold a Public Hearing, Present, Discuss, and Consider Action to Approve an Ordinance Amending Planned Development Ordinance 007-034, as Amended by Ordinances O13-026, O16-017, and O16-018, Which Zones that Area of the Town Known as Vitruvian Park, Containing Approximately 121 Acres of Land Generally Located at the Southeast Corner of Marsh Lane and Spring Valley Road in Order to Add Veterinary Clinic as an Additional Permitted Use. Case 1791-Z/Vitruvian Park.**

Charles Goff, Assistant Director of Development Services, presented Case 1791-Z/Vitruvian Park for consideration to add a veterinary clinic as an additional permitted use without conditions to this Planned Development District. Following the original zoning approval, UDR purchased four additional tracts and integrated a shopping center into the project. The District was amended to establish development standards for the shopping center and the addition of permitted used including pet grooming and overnight boarding.

UDR representative, Rob St. John, addressed the City Council and was available to answer any questions. He stated that a veterinarian had approached UDR for the 2,500 sq. ft. site to serve as a veterinary clinic. The change proposed is the addition of veterinary clinic as an additional permitted use. Council Member Hughes inquired about possible noise issues from this facility. Mr. Goff stated that there were no noise issues with the current boarding and pet grooming facility with enough pathways and landscape areas. Mr. St. John advised that this area has a lot of pets and pet owners, so the synergy is there for a veterinary facility to compliment the residential/retail area. A landscape area located behind the proposed site will provide a buffer to future residences.

Mayor Chow opened and closed the Public Hearing as no citizen requested to speak at the public hearing.

MOTION: Deputy Mayor Pro-Tempore Braun moved to approve. Council Member Hughes seconded the motion. Motion carried unanimously.

Ordinance No. O19-06: Case 1791-Z/Vitruvian Park additional zoning use of Veterinary Clinic

8. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception for Make-A-Wish, Located at 16803 Dallas Parkway, from the Code of Ordinances, Chapter 62 Section 62-163. – Area, in Order to Permit a Sign Exceeding the Allowed Letter/Logo Height Requirement.**

Charles Goff, Assistant Director of Development Services, presented this request for a meritorious exception to install a 58.75-inch-tall letter/logo on the south facade of the building located at 16803 Dallas Parkway which will serve as Make-A-Wish Foundation's regional headquarters. The proposed letter/logo does not comply with the height requirements set forth in the Code Section 62-163, because it exceeds the allowed height by 13.75 inches. Staff recommended denial of the request.

Representatives for the Make-A-Wish Foundation presented their case for the exception and answered questions from Council. Council discussed how reducing the size of the letters would render the sign ineffective since it is over 200 feet from the tollway.

MOTION: Deputy Mayor Pro-Tempore Braun moved to grant the meritorious exception. Council Member Ward seconded the motion. Motion carried unanimously.

Ordinance No. O19-07: Make-A-Wish, 16803 Dallas Parkway – Signage Meritorious

Exception

9. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception for Lupe Tortilla, Located at 4535 BeltLine Road, from the Code of Ordinances, Chapter 62 Section 62-163. – Area, in Order to Permit a Sign Exceeding the Allowed Letter/Logo Height Requirement.**

Charles Goff, Assistant Director of Development Services, presented the Meritorious Exception request from Lupe Tortilla to permit a sign exceeding the allowable letter/logo height requirement. The letters 'Lupe Tortilla' are proposed at 12 inches tall, the letters 'Breakfast-Lunch-Dinner' are proposed at 9.8 inches tall, and the "pepper" logo is proposed at 57 inches tall. While the letter heights of 9.8-14 inches meet the Sign Code requirements for attached signage, the pepper logo does not comply because it exceeds the allowed letter/logo height by 37 inches. Staff recommended denial of the request.

Lupe Tortilla Representative Jessica Jones addressed the City Council to request a meritorious exception for their trademark "pepper". This restaurant will be the flagship store in the DFW metroplex. Lupe Tortilla has multiple locations in Houston, Austin and San Antonio areas. After review and discussion, Council Members asked Staff to negotiate a justifiable and formulaic compromise regarding letter/logo height to resolve this issue to the satisfaction of Lupe Tortilla and the Town.

MOTION: Council Member Willesen moved to table this item until the next meeting (3/26/19). Mayor Pro-Tempore Walden seconded the motion. Motion carried unanimously.

10. **Present, Discuss, and Consider Action to Approve an Ordinance Amending Chapter 22 - Businesses of the Code of Ordinances by Adding Article VIII, Short Term Rentals, in order to Establish Regulations for Short Term Rentals, and Amending Chapter 74 - Taxation of the Code of Ordinances to Amend the Definition of a Hotel to Include Short Term Rentals.**

Charles Goff, Assistant Director of Development Services, presented the proposed ordinance to introduce regulations to short-term rentals. At the January 22 meeting staff presented various model ordinances from cities who had regulations in place for short-term rentals. The ordinance presented is a result of direction received by the City Council. This pilot program will require short-term rental owners to register on an annual basis at a cost of \$25. A sunset provision was included to allow review of the policy after one-year. The requirements include a process to notify property owners within 100 feet of the short-term rental property. Council suggested that Section 22-256 – “Notification of Approval of Short-Term Rental” be amended to read as follows:

“Within ten (10) days of the approval of a Short-Term Rental, the Town will send notice to all property owners within ~~one-two-hundred (100 200) feet~~ feet of the property and shall include the twenty-four (24) hour compliant line, and pertinent information about this Ordinance”.

The amendment proposed for Chapter 74 “Taxation” would amend the definition of a hotel to include short-term rentals. This change will allow the Town to collect hotel occupancy taxes for these rentals.

MOTION: Mayor Pro-Tempore Walden moved to approve this ordinance with the amendment to the notification distance from 100 feet to 200 feet as shown in Section 22-256. Council Member Hughes seconded the motion. Motion carried unanimously.

Ordinance No. O19-08: Amend Chapter 22 by addition of Article VIII. “Short-Term Rentals”, Chapter 74 Taxation add definition of Short-Term Rental.

11. **Present, Discuss and Consider Action on a Resolution Authorizing the Submission of a Grant Application to The State of Texas, Office of the Governor, Public Safety Office - Criminal Justice Division for the National Crime Statistics Exchange (NCS-X) Implementation Assistance Program; Authorizing the City Manager to Apply for, Accept, Reject, Alter, Terminate or Execute the Grant Agreement; and Providing an Effective Date.**

Police Chief Paul Spencer presented his request for authorization to submit a grant application to the Governor’s Public Safety Office. Chief Spencer explained that funds received from this grant will offset the costs associated with the current Record Management System (RMS) project to collect and process data that can then be submitted to the Texas Department of Public Safety (DPS) UCR Program in the NIBRS format. The State requires this reporting change to be completed by September 2019. The Police Department anticipates an award of up to \$95,000 with no matching funds required.

MOTION: Deputy Mayor Pro-Tempore Braun moved approval. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R19-019: Authorize National Crime Statistics Exchange Grant Application

12. **Present, Discuss and Consider Action on Acceptance of the Fiscal Year 2018 Comprehensive Annual Financial Report (CAFR).**

Chief Financial Officer Olivia Riley introduced auditors from the auditing firm of BKD, LLP who briefly reviewed the Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2018. It was noted that the Finance Department Staff prepared the CAFR with the exception of the Independent Auditor's Report that includes an "unmodified" or clean opinion of the Town's financial records. It was noted that the Town has been awarded forty-two consecutive Certificates of Achievement for Excellence in Financial Reporting through Fiscal Year ending 2017 from the Government Finance Officers Association. The FY2018 CAFR will be submitted by the end of March for consideration of a forty-third consecutive award. City Manager Pierson thanked Mrs. Riley and her staff for their work on the FY2018 CAFR.

MOTION: Council Member Hughes moved to approve Item 12. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

**THURSDAY, MARCH 14, 2019 @ 5PM
ADDISON TREEHOUSE
Midway Road, Addison, Texas**

Present: Mayor Joe Chow; Mayor Pro-Tempore Paul Walden; Deputy Mayor Pro-Tempore Tom Braun; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Lori Ward; and Council Member Marlin Willesen

1. **Call to Order:** Mayor Chow called the meeting to order at 5 pm.

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2. **Present and Discuss the Town of Addison's Draft Economic Development Strategic Plan.**

Presentation: *Orlando Campos, Economic Development and Tourism Director.* Ady Advantage Consultant Janet Ady and Gateway Planning Consultant Brandon Planker were introduced. The final presentation of the DRAFT Economic Development Strategic Plan was discussed. The vision and goals were discussed. Consultants congratulated Council for discovering what makes Addison unique and capitalizing on those assets. This meeting was an opportunity for Council and Staff to make suggestions prior to finalizing the plan. Staff anticipates the plan will be finalized and presented during an April Council Meeting for Council consideration.

Adjourn Meeting

There being no further business to come before the Council, Mayor Pro-Tempore Walden adjourned the meeting.

TOWN OF ADDISON, TEXAS

Paul Walden, Mayor Pro-Tempore

ATTEST:

Irma G. Parker, City Secretary

Work Session and Regular Meeting

5.

Meeting Date: 03/26/2019

Department: Special Events

AGENDA CAPTION:

Consider Action to Approve a **Resolution for an Agreement with Fello, Inc. for the Rental of Point of Sale Hardware Systems for Addison's Major Special Events (Taste Addison, Kaboom Town! and Oktoberfest) and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$92,110.

BACKGROUND:

During the Addison Oktoberfest presentation given to Council on November 27, 2018, staff informed Council that efforts were underway to identify an alternative to Tasty Bucks that would enhance the customer experience while still tracking overall sales accurately. Following extensive research, a point of sale software system was selected. This system was presented to Council on February 7, 2019. The point of sale system will allow attendees to make purchases directly at each vendor's booth using cash, credit/debit card, or Tasty Bucks. The system will track transactions electronically, process payments, and provide detailed information to both the vendor and the Town.

To operate the point of sale software system on site, each vendor will need specific hardware including tablets, card readers, cash registers and receipt printers. On February 15, 2019, the solicitation for bids for the rental of point of sale hardware systems for Addison special events was posted on BidSync. The bid end date was March 7, 2019. Two bids were received, one of which was incomplete. The bid tabulation is included below.

Bidder Name	Bid Amount	Number of Items Bid
Fello, Inc.	\$92,110.00	24 of 24 items
Begus Online, LLC	\$43,280.00	3 of 24 items

Fello, Inc. has been determined to be the lowest responsive bidder with a bid of \$92,110. A reference check of Fello, Inc. shows them to be a competent and experienced company, qualified to provide the necessary equipment and services. The bid includes an on-site technician during all operational hours of Taste Addison, Addison Kaboom Town!, and Addison Oktoberfest.

The recommended bid came in 13% lower than our estimated expense of \$105,331. The cost of the point of sale hardware systems rental will be mitigated

through the elimination of rental equipment due to the transition away from Tasty Buck sales, as well as a reduction and reallocation of staffing. Based on 2017-2018 staffing levels and rental expenses, there will be an estimated expense reduction of approximately \$93,644.

This process improvement will provide an enhanced experience to both attendees and vendors, while enabling the Town to collect fees accurately. Internal controls have been developed to promote accurate data input, allow for continual monitoring both electronically and visually, and provide recourse in the event the system is not properly utilized.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Point of Sale Rental Fello, Inc

Bid Packet - Point of Sale Hardware System Rental

Bid Tabulation - Point of Sale Hardware System Rental

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON AND FELLO INC. FOR POINT OF SALE HARDWARE SYSTEMS RENTAL IN AN AMOUNT NOT TO EXCEED \$92,110.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Contract Agreement between the Town of Addison and Fello Inc. for Point of Sale Hardware Systems Rental in an amount not to exceed \$92,110.00, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison's General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 26th day of March, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 8th day of March, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Fello, Inc., of the City of Butler, County of Morris, State of New Jersey, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the services of your response to our bid:

Point of Sale Hardware Systems Rental Solicitation 19-99

under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said service, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Bid and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The OWNER agrees to pay the CONTRACTOR an amount not to exceed \$92,110.00 for the performance of the Contract in accordance with the Bid submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____

City Secretary

Fello, Inc.

Party of the Second Part
(CONTRACTOR)

ATTEST:

Schneur Landa

By: Schneur Landa

The following to be executed if the CONTRACTOR is a corporation:

I, Schneur Landa, certify that I am the secretary of the corporation named as CONTRACTOR herein; that Schneur Landa, who signed this Contract on behalf of the CONTRACTOR is the of said corporation; that said (official title) Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: Schneur Landa

Corporate Seal

Solicitation 19-99

Point of Sale Hardware Systems Rental

Bid Designation: Public



Town of Addison

Bid 19-99

Point of Sale Hardware Systems Rental

Bid Number	19-99
Bid Title	Point of Sale Hardware Systems Rental
Bid Start Date	Feb 15, 2019 10:05:52 AM CST
Bid End Date	Mar 7, 2019 2:00:00 PM CST
Question & Answer End Date	Mar 4, 2019 12:00:00 PM CST
Bid Contact	Wil Newcomer Purchasing Manager
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	60 days
Bid Comments	*NO FAX OR EMAIL SUBMITTALS ACCEPTED.

Item Response Form

Item	19-99--01-01 - Taste Addison: iPad & Square Stand Bundle
Quantity	80 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>Addison Service Center</u> 16801 Westgrove Drive Addison TX 75001 Qty 80

Description
Weekly Rate per Unit.
Per TOA Spec.

Item	19-99--01-02 - Taste Addison: Automatic Cash Drawer
Quantity	80 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>Addison Service Center</u> 16801 Westgrove Drive Addison TX 75001 Qty 80

Description
Weekly Rate per Unit.
Per TOA Spec.

Item **19-99--01-03 - Taste Addison: Verizon 4G LTE Data Service**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--01-04 - Taste Addison: Thermal Receipt Printer**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--01-05 - Taste Addison: Contactless & Chip Reader**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--01-06 - Taste Addison: Comprehensive Equipment Insurance**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--01-07 - Taste Addison: Shipping & Packing**

Quantity **1 lump sum**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

Description

Shipping/delivery for all equipment.

Per TOA Spec.

Item **19-99--01-08 - Taste Addison: On-Site Technician**

Quantity **3 day**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 3

Description

Daily Rate per Technician

Per TOA Spec.

Item **19-99--02-01 - Addison Kaboom Town!: iPad & Square Stand Bundle**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--02-02 - Addison Kaboom Town!: Automatic Cash Drawer**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--02-03 - Addison Kaboom Town!: Verizon 4G LTE Data Service**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--02-04 - Addison Kaboom Town!: Thermal Receipt Printer**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--02-05 - Addison Kaboom Town!: Contactless & Chip Reader**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--02-06 - Addison Kaboom Town!: Comprehensive Equipment Insurance**

Quantity **80 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 80

Description

Weekly Rate per Unit.
Per TOA Spec.

Item **19-99--02-07 - Addison Kaboom Town!: Shipping & Packing**

Quantity **1 lump sum**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

Description

Shipping/delivery for all equipment.

Per TOA Spec.

Item **19-99--02-08 - Addison Kaboom Town!: On-Site Technician**

Quantity **1 day**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

Description

Per TOA Spec.

Item **19-99--03-01 - Addison Oktoberfest: iPad & Square Stand Bundle**

Quantity **125 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 125

Description

Weekly Rate per Unit.

Per TOA Spec.

Item **19-99--03-02 - Addison Oktoberfest: Automatic Cash Drawer**

Quantity **125 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 125

Description

Weekly Rate per Unit.
Per TOA Spec.

Item	19-99--03-03 - Addison Oktoberfest: Verizon 4G LTE Data Service
Quantity	125 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>Addison Service Center</u> 16801 Westgrove Drive Addison TX 75001 Qty 125

Description

Weekly Rate per Unit.
Per TOA Spec.

Item	19-99--03-04 - Addison Oktoberfest: Thermal Receipt Printer
Quantity	125 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>Addison Service Center</u> 16801 Westgrove Drive Addison TX 75001 Qty 125

Description

Weekly Rate per Unit.
Per TOA Spec.

Item	19-99--03-05 - Addison Oktoberfest: Contactless & Chip Reader
Quantity	125 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>Addison Service Center</u> 16801 Westgrove Drive Addison TX 75001 Qty 125

Description

Weekly Rate per Unit.
Per TOA Spec.

Item	19-99--03-06 - Addison Oktoberfest: Comprehensive Equipment Insurance
Quantity	125 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>Addison Service Center</u> 16801 Westgrove Drive Addison TX 75001

Qty 125

Description

Weekly Rate per Unit.
Per TOA Spec.

Item 19-99--03-07 - Addison Oktoberfest: Shipping and Packing**Quantity** 1 lump sum**Unit Price** **Delivery Location** **Town of Addison**Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

Description

Shipping/delivery for all equipment.
Per TOA Spec.

Item 19-99--03-08 - Addison Oktoberfest: On-Site Technician**Quantity** 4 day**Unit Price** **Delivery Location** **Town of Addison**Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 4

Description

Per Technician
Per TOA Spec.



INVITATION TO BID

The Town of Addison is accepting competitive sealed proposals from all interested parties for

Bid No: 19-99

Bid Name: Point of Sale Hardware Systems

Bid Opening: March 7, 2019 at 2:00 pm
Purchasing Division
Town of Addison Finance Building
5350 Belt Line
Dallas, Texas 75254

SCOPE OF WORK

The Town of Addison wishes to contract with one company to provide a Point of Sale Hardware Rental System for vendor booths for Taste Addison, Kaboom Town! and Addison Oktoberfest. Please refer to the attached Special Event Calendar for specific events in which equipment will be required. Quantities are listed as estimates and may vary from event to event.

Since Bidsync.com maintains the vendor files for the Town of Addison, bidders do not need to notify the Town if they do not intend to bid on this project.

Please pay particular attention to Receipt and Preparation of the bid.

Questions concerning the bidding process shall be posted through BidSync. Questions will be answered in a timely manner. All participating vendors will be able to see all answers.

TOWN OF ADDISON INSTRUCTIONS TO BIDDERS

1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Purchasing Manager of the Town of Addison until time specified in the Invitation to Bid, at which time bids will be publicly opened, in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Dallas, TX 75254. Bids must be received by the specified time in order to be considered, and bids submitted after this closing time will not be considered. No changes may be made to bids after opening.
- 1.2 Bid responses are to be posted using the BidSync system. Hard copy responses shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Rd, Dallas, Texas, 75254. Bids should be labeled in the lower left-hand corner with the bid name and number. Bidders should also include their company name and address on the outside of the envelope.
- 1.3 Bidders are responsible for posting responses to BidSync in a timely manner. Bidders responding by hard copy are responsible for making certain bids are delivered to the purchasing department. Mailing of a bid does not ensure that the bid will be delivered on time or at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the BidSync system. All addenda is issued through BidSync and acknowledgement must be returned with your bid.

3.0 TAXES

All bids are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents and project site to ensure that the services you are proposing meets the intent of these specifications.

4.2 The Town of Addison is not responsible for incomplete bid packets.

5.0 BIDDING

5.1 Bidders are instructed to consider the following factors in preparation of your bid:

- a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
- b. Bidders are instructed to include all necessary charges, related to this solicitation.

6.0 AWARD OF CONTRACT

6.1 The Town of Addison reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The contract will be awarded to the (lowest responsible) bidder whose bid is most advantageous to the city, price and other factors considered. Award may be by line item or in total, at the sole discretion of the Town of Addison.

6.2 Award will be based upon an analysis of the following criteria.

Bidders overall price	50 points
Ability to produce the goods or services requested	25 points
Performance on similar contracts	25 points

6.3 To demonstrate bidder's qualifications to perform the work, each bidder must submit with their bid, three (3) to five (5) customer references for similar projects, including name of customer, telephone number, email and individual to contact. See separate document titled Qualifications and Reference Statement.

6.3 The anticipated set-up date for each event will be as directed by the Director of Special Events.

6.4 **TERM CONTRACTS:** Except as otherwise provided herein, prices must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the city or the supplier may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

SPECIFICATIONS: 2019 TOWN OF ADDISON BID INSTRUCTION

INTENT: The Town of Addison wishes to contract with one company to provide complete point of sale rental systems for vendor booths for Taste Addison, Kaboom Town!, and Addison Oktoberfest.

Point of Sale Rental Services**OVERVIEW OF EVENTS:****TASTE ADDISON****Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas**

This three-day festival features Addison restaurants serving samplings of their menus at reduced prices, musical entertainment, chef demonstrations and wine tasting seminars, carnival rides, midway games, and more. Estimated attendance is 30,000 people.

Event Hours

Friday, May 31, 2019	6 pm – 11 pm
Saturday, June 1, 2019	11 am – 11 pm
Sunday, June 2, 2019	11 am – 6 pm

KABOOM TOWN!**Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas**

This festival features live music, carnival rides, midway games, and more capped off by the spectacular Addison Airport Air Show and a dazzling 30-minute fireworks show choreographed to music and a live radio simulcast. Estimated attendance inside festival grounds is 25,000 people.

Event Hours:

Wednesday, July 3, 2019	5 pm - Midnight
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ADDISON OKTOBERFEST**Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas**

Named one of the Top 10 Oktoberfest's in North America by USA Today, Addison Oktoberfest brings together fans of polka, German food and Paulaner Bier in Addison's spectacular Addison Circle Park for four days of music, folk dancing, sing-alongs, and more. Estimated attendance is over 65,000 people.

Event Hours

Thursday, September 19, 2019	6 pm – 11 pm
Friday, September 20, 2019	6 pm – 11 pm
Saturday, September 21, 2019	11 am – 11 pm
Sunday, September 22, 2019	11 am – 6 pm

SCOPE:**UNIT QUALITY & QUANTITIES**

All units must be in like new and good working condition. Addison reserves the right to rent more than or less than the specified quantities listed in each section. The Contractor will provide a line item invoice to Addison for the actual amount used per event.

MAINTENANCE

Contractor's representative shall be available to the site coordinator by cell phone, pager or radio at all times during set-up, during the event and tear down. Contractor's representative must be prepared to troubleshoot a unit at any time if needed.

PRICING

Pricing is to be all inclusive (aka turnkey) of costs to the Town. If any additional costs are incurred for an event, prior authorization by Town staff must be approved in writing.

Paper for Thermal Receipt Printers will be supplied by the Town during the event(s).

One, on-site technician to be provided during event hours.

Shipping and Packing is freight on board, delivery to the Town of Addison.

SEE FOLLOWING PAGE FOR DETAILED BID SPECS PER EVENT.

TASTE ADDISON			
	qty	Weekly rate per unit	Total amount
Ipad and Square Stand Bundle	80		
Automatic Cash Drawer	80		
Verizon 4G LTE Data Service	80		
Thermal Receipt Printer	80		
Contactless & Chip Reader	80		
Comprehensive Equipment Insurance	n/a		
Shipping and Packing	1		
On-site Technician (3 days)	1		
TOTAL			
ADDISON KABOOM TOWN!			
	qty	Weekly rate per unit	Total amount
Ipad and Square Stand Bundle	80		
Automatic Cash Drawer	80		
Verizon 4G LTE Data Service	80		
Thermal Receipt Printer	80		
Contactless & Chip Reader	80		
Comprehensive Equipment Insurance	n/a		
Shipping and Packing	1		
On-site Technician (1 day)	1		
TOTAL			
ADDISON OKTOBERFEST			
	qty	Weekly rate per unit	Total amount
Ipad and Square Stand Bundle	125		
Automatic Cash Drawer	125		
Verizon 4G LTE Data Service	125		
Thermal Receipt Printer	125		
Contactless & Chip Reader	125		
Comprehensive Equipment Insurance	n/a		
Shipping and Packing	1		
On-site Technician (4 days)	1		
TOTAL			

QUALIFICATION AND REFERENCE STATEMENT**BIDDER:** **COMPANY INFORMATION:**Number of years in business? Number of years at current location? Do you maintain a permanent commercial business office? Have you or any present partners or officers failed to complete a contract: If yes, give name of owner and/or surety?
Can you be reached 24 hours a day (in an emergency)? Pager# Cell Phone# Answer Svc# Other# **CUSTOMER REFERENCES**

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or</u> material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or</u> material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or</u> material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

Town of Addison
GENERAL TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (hereinafter referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
5. Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the Contract/Purchase Order.

11. Invoicing: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to

do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good

faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, “assign” or “assignment”), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver, Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

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

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. Competitive Pricing: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.

38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.

40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.

41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.

42. Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

43. Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.

44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Seller to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a

written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

45. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf By submitting a response to this request, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46. Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

47. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

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

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard

to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

53. Prior or Pending Litigation or Lawsuits: Each Seller must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding

between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

59. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of _____ Days.

☐ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☐

Bid Bond: Is Bid Bond attached if applicable? ☐ Yes ☐ No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

Question and Answers for Bid #19-99 - Point of Sale Hardware Systems Rental

Overall Bid Questions

There are no questions associated with this bid.

**Bid Tabulation Packet
for
Solicitation 19-99**

Point of Sale Hardware Systems Rental

Bid Designation: Public



Town of Addison

Bid #19-99 - Point of Sale Hardware Systems Rental

Creation Date Feb 13, 2019

End Date Mar 7, 2019 2:00:00 PM CST

Start Date Feb 15, 2019 10:05:52 AM CST

Awarded Date Not Yet Awarded

19-99--01-01 Taste Addison: iPad & Square Stand Bundle					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$70.00	80 / each	\$5,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Begus online llc	First Offer - \$221.00	80 / each	\$17,680.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--01-02 Taste Addison: Automatic Cash Drawer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$70.00	80 / each	\$5,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Begus online llc	First Offer - \$150.00	80 / each	\$12,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--01-03 Taste Addison: Verizon 4G LTE Data Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$12.00	80 / each	\$960.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--01-04 Taste Addison: Thermal Receipt Printer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$60.00	80 / each	\$4,800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Begus online llc	First Offer - \$170.00	80 / each	\$13,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--01-05 Taste Addison: Contactless & Chip Reader					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$10.00	80 / each	\$800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Includes Reader Charging/Connection Dock			
19-99--01-06 Taste Addison: Comprehensive Equipment Insurance					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$24.00	80 / each	\$1,920.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--01-07 Taste Addison: Shipping & Packing					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Fello	First Offer - \$4,000.00	1 / lump sum	\$4,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--01-08 Taste Addison: On-Site Technician					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$1,000.00	3 / day	\$3,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--02-01 Addison Kaboom Town!: iPad & Square Stand Bundle					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$70.00	80 / each	\$5,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--02-02 Addison Kaboom Town!: Automatic Cash Drawer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$70.00	80 / each	\$5,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--02-03 Addison Kaboom Town!: Verizon 4G LTE Data Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$12.00	80 / each	\$960.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--02-04 Addison Kaboom Town!: Thermal Receipt Printer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$60.00	80 / each	\$4,800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--02-05 Addison Kaboom Town!: Contactless & Chip Reader					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$10.00	80 / each	\$800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Includes Reader Charging/Connection Dock			
19-99--02-06 Addison Kaboom Town!: Comprehensive Equipment Insurance					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$24.00	80 / each	\$1,920.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--02-07 Addison Kaboom Town!: Shipping & Packing					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$4,000.00	1 / lump sum	\$4,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
19-99--02-08 Addison Kaboom Town!: On-Site Technician					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Fello	First Offer - \$1,000.00	1 / day	\$1,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

19-99--03-01 Addison Oktoberfest: iPad & Square Stand Bundle					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$70.00	125 / each	\$8,750.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

19-99--03-02 Addison Oktoberfest: Automatic Cash Drawer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$70.00	125 / each	\$8,750.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

19-99--03-03 Addison Oktoberfest: Verizon 4G LTE Data Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$12.00	125 / each	\$1,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

19-99--03-04 Addison Oktoberfest: Thermal Receipt Printer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$60.00	125 / each	\$7,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


19-99--03-05 Addison Oktoberfest: Contactless & Chip Reader					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$10.00	125 / each	\$1,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Includes Reader Charging/Connection Dock			

19-99--03-06 Addison Oktoberfest: Comprehensive Equipment Insurance					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$24.00	125 / each	\$3,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

19-99--03-07 Addison Oktoberfest: Shipping and Packing					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$6,000.00	1 / lump sum	\$6,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

19-99--03-08 Addison Oktoberfest: On-Site Technician					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fello	First Offer - \$1,000.00	4 / day	\$4,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Fello		\$92,110.00 (24/24 items)
Bid Contact	Brodie Carteris brodie@fello.com Ph 212-221-3112	Address 10 Park Place Butler, NJ 07405
Agency Notes:		Supplier Notes: Head Attch: 
Begos online llc		\$43,280.00 (3/24 items)
Bid Contact	Begos Online begusonline@gmail.com Ph 888-462-6210	Address 2875 Northeast 191st Street 500 Aventura, FL 33180
Agency Notes:		Supplier Notes:

* *

Fello

Bid Contact **Brodie Carteris**
brodie@fello.com
Ph 212-221-3112

Address **10 Park Place**
Butler, NJ 07405

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
19-99--01-01	Taste Addison: iPad & Square Stand Bundle	Supplier Product Code:	First Offer - \$70.00	80 / each	\$5,600.00	Y
19-99--01-02	Taste Addison: Automatic Cash Drawer	Supplier Product Code:	First Offer - \$70.00	80 / each	\$5,600.00	Y
19-99--01-03	Taste Addison: Verizon 4G LTE Data Service	Supplier Product Code:	First Offer - \$12.00	80 / each	\$960.00	Y
19-99--01-04	Taste Addison: Thermal Receipt Printer	Supplier Product Code:	First Offer - \$60.00	80 / each	\$4,800.00	Y
19-99--01-05	Taste Addison: Contactless & Chip Reader	Supplier Product Code: Supplier Notes: Includes Reader Charging/Connection Dock	First Offer - \$10.00	80 / each	\$800.00	Y
19-99--01-06	Taste Addison: Comprehensive Equipment Insurance	Supplier Product Code:	First Offer - \$24.00	80 / each	\$1,920.00	Y
19-99--01-07	Taste Addison: Shipping & Packing	Supplier Product Code:	First Offer - \$4,000.00	1 / lump sum	\$4,000.00	Y
19-99--01-08	Taste Addison: On-Site Technician	Supplier Product Code:	First Offer - \$1,000.00	3 / day	\$3,000.00	Y

Lot Total \$26,680.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
19-99--02-01	Addison Kaboom Town!: iPad & Square Stand Bundle	Supplier Product Code:	First Offer - \$70.00	80 / each	\$5,600.00	Y
19-99--02-02	Addison Kaboom Town!: Automatic Cash Drawer	Supplier Product Code:	First Offer - \$70.00	80 / each	\$5,600.00	Y

19-99--02-03	Addison Kaboom Town! Verizon 4G LTE Data Service	Supplier Product Code:	First Offer - \$12.00	80 / each	\$960.00	Y
19-99--02-04	Addison Kaboom Town! Thermal Receipt Printer	Supplier Product Code:	First Offer - \$60.00	80 / each	\$4,800.00	Y
19-99--02-05	Addison Kaboom Town! Contactless & Chip Reader	Supplier Product Code: Supplier Notes: Includes Reader Charging/Connection Dock	First Offer - \$10.00	80 / each	\$800.00	Y
19-99--02-06	Addison Kaboom Town! Comprehensive Equipment Insurance	Supplier Product Code:	First Offer - \$24.00	80 / each	\$1,920.00	Y
19-99--02-07	Addison Kaboom Town! Shipping & Packing	Supplier Product Code:	First Offer - \$4,000.00	1 / lump sum	\$4,000.00	Y
19-99--02-08	Addison Kaboom Town! On-Site Technician	Supplier Product Code:	First Offer - \$1,000.00	1 / day	\$1,000.00	Y
Lot Total					\$24,680.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
19-99--03-01	Addison Oktoberfest: iPad & Square Stand Bundle	Supplier Product Code:	First Offer - \$70.00	125 / each	\$8,750.00	Y
19-99--03-02	Addison Oktoberfest: Automatic Cash Drawer	Supplier Product Code:	First Offer - \$70.00	125 / each	\$8,750.00	Y
19-99--03-03	Addison Oktoberfest: Verizon 4G LTE Data Service	Supplier Product Code:	First Offer - \$12.00	125 / each	\$1,500.00	Y
19-99--03-04	Addison Oktoberfest: Thermal Receipt Printer	Supplier Product Code:	First Offer - \$60.00	125 / each	\$7,500.00	Y
19-99--03-05	Addison	Supplier Product	First Offer - \$10.00	125 / each	\$1,250.00	Y

	Oktoberfest: Contactless & Chip Reader	Code: Supplier Notes: Includes Reader Charging/Connection Dock					
19-99--03-06	Addison Oktoberfest: Comprehensive Equipment Insurance	Supplier Product Code:	First Offer - \$24.00	125 / each	\$3,000.00	Y	
19-99--03-07	Addison Oktoberfest: Shipping and Packing	Supplier Product Code:	First Offer - \$6,000.00	1 / lump sum	\$6,000.00	Y	
19-99--03-08	Addison Oktoberfest: On-Site Technician	Supplier Product Code:	First Offer - \$1,000.00	4 / day	\$4,000.00	Y	
					Lot Total \$40,750.00		
					Supplier Total \$92,110.00		

Supplier: Fello

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: FELLO, Inc.

COMPANY INFORMATION:

Number of years in business? **8**

Number of years at current location? **3**

Do you maintain a permanent commercial business office? **Yes**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

Can you be reached 24 hours a day (in an emergency)? **Yes**

Pager# Cell Phone#

Answer Svc# **888-528-6288** Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
Taste of Cuba Food Truck & Catering, LLC (based in Addison, TX)	Isaac Rousso	972-490-9966	Isaac@thetasteofcuba.com
Justin J. Watt Foundation	Connie Watt	262-894-6362	connie.jjwf@gmail.com
Levy Restaurants	Ken George	702-692-1680	KGeorge@LevyRestaurants.com
SK Event Services	Milton Karounos	815-354-4865	Milton@SKEventServices.com
Sturgis Buffalo Chip Campground	Mike Kilmer	605-490-5656	cio@buffalochip.com

Begus online llc

Bid Contact **Begus Online**
begusonline@gmail.com
Ph 888-462-6210

Address **2875 Northeast 191st Street**
500
Aventura, FL 33180

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
19-99--01-01	Taste Addison: iPad & Square Stand Bundle	Supplier First Offer - Product Code:	\$221.00	80 / each	\$17,680.00	Y
19-99--01-02	Taste Addison: Automatic Cash Drawer	Supplier First Offer - Product Code:	\$150.00	80 / each	\$12,000.00	Y
19-99--01-03	Taste Addison:Verizon 4G LTE Data Service				No Bids	
19-99--01-04	Taste Addison: Thermal Receipt Printer	Supplier First Offer - Product Code:	\$170.00	80 / each	\$13,600.00	Y
19-99--01-05	Taste Addison:Contactless & Chip Reader				No Bids	
19-99--01-06	Taste Addison:Comprehensive Equipment Insurance				No Bids	
19-99--01-07	Taste Addison:Shipping & Packing				No Bids	
19-99--01-08	Taste Addison:On-Site Technician				No Bids	
Lot Total					\$43,280.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
19-99--02-01	Addison Kaboom Town!:iPad & Square Stand Bundle				No Bids	
19-99--02-02	Addison Kaboom Town!:Automatic Cash Drawer				No Bids	
19-99--02-03	Addison Kaboom Town!:Verizon 4G LTE Data Service				No Bids	
19-99--02-04	Addison Kaboom Town!:Thermal Receipt Printer				No Bids	
19-99--02-05	Addison Kaboom Town!:Contactless & Chip Reader				No Bids	
19-99--02-06	Addison Kaboom Town!:Comprehensive Equipment Insurance				No Bids	
19-99--02-07	Addison Kaboom Town!:Shipping & Packing				No Bids	

19-99--02-08	Addison Kaboom Town!:On-Site Technician					No Bids	
					Lot Total	\$0.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
19-99--03-01	Addison Oktoberfest:iPad & Square Stand Bundle					No Bids	
19-99--03-02	Addison Oktoberfest:Automatic Cash Drawer					No Bids	
19-99--03-03	Addison Oktoberfest:Verizon 4G LTE Data Service					No Bids	
19-99--03-04	Addison Oktoberfest:Thermal Receipt Printer					No Bids	
19-99--03-05	Addison Oktoberfest:Contactless & Chip Reader					No Bids	
19-99--03-06	Addison Oktoberfest:Comprehensive Equipment Insurance					No Bids	
19-99--03-07	Addison Oktoberfest:Shipping and Packing					No Bids	
19-99--03-08	Addison Oktoberfest:On-Site Technician					No Bids	
					Lot Total	\$0.00	

Supplier: **Begus online llc**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER:

COMPANY INFORMATION:

Number of years in business?

Number of years at current location?

Do you maintain a permanent commercial business office?

Have you or any present partners or officers failed to complete a contract: If yes, give name of owner and/or surety?

Can you be reached 24 hours a day (in an emergency)?

Pager# Cell Phone#

Answer Svc# Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
			keylcorp@az-emarketing.com

Work Session and Regular Meeting

6.

Meeting Date: 03/26/2019

Department: General Services

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Consider Action to Approve a **Resolution Authorizing the Town of Addison, Texas to Enter into an Inter-Local Agreement with the City of Carrollton, Texas for the Utilization of Carrollton's Fleet Service Garage for the Maintenance and Repair of Addison Fire Apparatus Equipment and Emergency Vehicles for a Term Expiring September 30, 2019 and Authorize the City Manager to Execute the Agreement.**

BACKGROUND:

The Addison fleet bays cannot accommodate the size and weight of these large vehicles. This Inter-Local Agreement allows the Town of Addison to contract with the City of Carrollton for the purposes of utilizing the Carrollton Fleet Service Garage for the maintenance and repair of Addison fire apparatus equipment and emergency vehicles. Addison will continue to utilize Vector, our current third-party contractor, for fleet maintenance. Carrollton Fleet Services personnel shall instruct Vector to provide the same level of service to Addison vehicles and equipment as they do for Carrollton. Vector will bill Addison directly for services rendered per our Vector agreement.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Inter-Local Agreement Carrollton

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND THE CITY OF CARROLLTON FOR THE USE OF CARROLLTON'S FLEET SERVICE GARAGE FOR THE MAINTENANCE AND REPAIR OF FIRE-FIGHTING AND EMERGENCY VEHICLES AND EQUIPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, the Town of Addison, Texas desires to contract with the City of Carrollton, Texas for purposes of utilizing a garage dedicated to fleet service for the maintenance and repair of Addison fire-fighting and emergency vehicles and equipment; and

WHEREAS, these services are a governmental function and service pursuant to § 791.003 of the Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Interlocal Agreement with the City of Carrollton for the use of Carrollton's fleet service garage for the maintenance and repair of fire-fighting and emergency vehicles and equipment, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 26th day of March 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS	§ § §	INTERLOCAL AGREEMENT
DALLAS COUNTY		

This Interlocal Agreement (“**Agreement**”) is entered into by and between the Town of Addison (“**Addison**”) and the City of Carrollton, Texas (“**Carrollton**”), acting by and through their duly authorized officials. Both Addison and Carrollton are adopting this Agreement upon by and through authorization of their respective governing bodies as provided herein and may be referred to in this Agreement individually as indicated above and collectively as “Parties”; and

WHEREAS, Carrollton owns and operates a garage dedicated to fleet service (“Garage”); and

WHEREAS, Addison desires to contract with Carrollton for the purposes of utilizing the Garage for the maintenance and repair of Addison fire-fighting and emergency vehicles and equipment (“Services”); and

WHEREAS, Carrollton understands the need and agrees to aid Addison in this matter; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, the Services are a governmental function and service pursuant to §791.003, and

WHEREAS, Addison and Carrollton find it is in the public interest to enter into this Agreement.

NOW, THEREFORE, Addison and Carrollton, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **DEFINITIONS.** Whenever used in this Agreement, the following terms shall have the following meaning ascribed to them:

“Effective Date” October 1, 2018.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor, that directly and materially affect a Party’s performance under this Agreement.

2. **PURPOSE.** The purpose of this Agreement is to provide the terms and conditions under which the City of Carrollton agrees to provide for the maintenance and repair of Addison fire-fighting and emergency vehicles and equipment.

3. **TERM.** The initial term of this Agreement shall be for a term of one (1) year, beginning on October 1, 2018 and expiring on September 30, 2019 ("Initial Term"). Following the Initial Term, unless written notice is given by either party hereto to the other not less than ninety (90) days before the expiration of this Agreement, it shall be automatically renewed for an additional period of twelve (12) months from such expiration date and shall be automatically renewed thereafter for one additional twelve (12) month period for a maximum of five (5) renewal terms unless canceled by written notice given not less than ninety (90) days before the expiration of any such renewal period.
4. **TERMINATION.** Notwithstanding anything to the contrary, either party may terminate this Agreement at any time by providing 90 days written notice to the other party. Any failure by Addison to timely pay any amounts due under the provisions of this Agreement shall be a material breach of this Agreement and Carrollton may terminate this Agreement for such breach immediately.
5. **RIGHTS AND OBLIGATIONS OF CARROLLTON**
 - a. Carrollton shall provide the Services at the Carrollton fleet maintenance garage.
 - b. Carrollton shall instruct the third-party certified vehicle and equipment maintenance provider to provide the same level of service to Addison fire-fighting and emergency vehicles and equipment as it does for Carrollton.
 - c. The certified vehicle and equipment maintenance provider will bill Addison directly for services provided.
6. **RIGHTS AND OBLIGATIONS OF ADDISON**
 - a. Addison shall pay invoices received in accordance with the Texas Prompt Payment Act.
 - b. Addison shall at all times be responsible for submitting the appropriate documentation with a request for Services to the certified vehicle and equipment maintenance provider, and shall oversee the completion of the Services requested.
 - c. Addison shall be responsible for the delivery and pick-up of fire-fighting or emergency vehicles or equipment requiring services.
7. **INSURANCE**
 - a. Each Party shall, during the term of this Agreement, obtain and maintain insurance coverage required by this section. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.
 1. commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 2. commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
 3. workers' compensation insurance at statutory limits; and
 4. employers liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease.

- b. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. name the other Party, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
 - 2. provide for at least thirty (30) days prior written notice to the other Party for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against the other Party for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Each Party shall provide written notice to the other Party of any material change of, or to, the insurance required herein.
- c. All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service.
- d. A certificate of insurance evidencing insurance coverage required by this section shall be submitted by each Party as prescribed in this Agreement.
- e. Copies of all endorsements, additional insured endorsement and waiver of subrogation endorsement shall be submitted by each Party as prescribed in this Agreement.
- 8. **SOVEREIGN IMMUNITY.** Neither party to this Agreement waives any claim of sovereign immunity because of its participation in this Agreement. Nothing in this agreement shall be construed as creating any right or obligation to any third party.
- 9. **LIABILITY.** Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Carrollton shall be responsible for its sole negligence. Addison shall be responsible for its sole negligence. The provisions of this Agreement are solely for the benefit of the Parties hereto and does not create or grant any rights, contractual or otherwise, to any other person or entity.
- 10. **WORKER'S COMPENSATION.** Each party shall be responsible for its own action and those of its employees and is responsible for complying with the Texas Workers Compensation Act. To the extent permitted by law, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages and causes for action relating or arising out of or in any way connected with its own actions and the actions of its personnel in performing the responsibilities under this Agreement.
- 11. **AMENDMENT.** This Agreement may be amended by the mutual written agreement of both parties hereto. The parties agree to enter an amended Agreement in order to comply with any legislative changes related to this Agreement, or due to a determination by a court of competent jurisdiction or other governmental authority that would cause any provision of this Agreement to be out of compliance with current law.

12. **SEVERABILITY**. In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
13. **GOVERNING LAW**. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be and remain in the State District Court of Dallas County, Texas.
14. **FORCE MAJEURE**. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.
15. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
16. **RECITALS**. The recitals to this Agreement are incorporated herein.
17. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.
18. **VALIDITY AND ENFORCEABILITY**. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
19. **THIRD PARTIES**. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.
20. **HEADINGS**. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.
21. **NOTICES**. Any notice, communication, invoice or report required or permitted pursuant to this Agreement shall be in writing and shall be effective when personally delivered or three (3) days after being mailed by United States Mail, certified, return receipt requested, to the respective parties at the address set forth below:

TOWN OF ADDISON
5300 Belt Line Road
Dallas, Texas 75254
Attention: City Manager

CITY OF CARROLLTON
1945 E. Jackson Road
Carrollton, TX 75006
Attention: City Manager

Any party may change its address by giving written notice to the other party.

AUTHORIZED and approved by the City Council of the City of Carrollton, Texas, at its meeting held on the _____ day of _____ 2019, and executed by the City Manager.

CITY OR CARROLLTON, TEXAS

Erin Rinehart, City Manager

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO FORM:

Susan Keller, Assistant City Attorney

AUTHORIZED and approved by the City Council of the Town of Addison, Texas, at its meeting held on the _____ day of _____ 2019, and executed by the City Manager.

TOWN OF ADDISON, TEXAS

Wesley S. Pierson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

ILA Carrollton – Fleet Services

5

Work Session and Regular Meeting

7.

Meeting Date: 03/26/2019

Department: City Manager

Pillars: Gold Standard in Customer Service
Gold Standard in Public Safety

Milestones: Maximize use of cutting edge technology to enhance public safety

AGENDA CAPTION:

Consider Action to Approve a **Resolution to Authorize an Agreement Between the Town of Addison and Joe Goddard Enterprises, LLC, for the Purchase and Installation of Six (6) New Outdoor Early Warning Systems Speakers and Additional Amplifier Modules and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$144,619.48.

BACKGROUND:

There are 6 (six) outdoor early warning siren system sites located throughout the Town:

1. Trinity Christian Academy, 4350 Sojourn Dr
2. Addison Fire Station One, 4798 Airport Pkwy
3. Addison Circle Park Area, 15625 Festival Way
4. Village on the Parkway, 5100 Belt Line Rd
5. Addison Fire Station Two, 3950 Beltway Dr
6. The Greenhill School, 4141 Spring Valley Rd

The outdoor early warning siren system was partially upgraded in the summer of 2015 when two of the three major system components (controllers and amplifiers) were replaced at each site, along with the encoder equipment and workstation software located in the Emergency Operation Center at Fire Station 1. The third major component of the system (speakers) were not replaced in 2015. The speakers were installed in early 2000 and have reached the end of their projected life. They have begun to fail and need to be replaced.

Specifications for this system were advertised on BidSync. The bids closed on January 24, 2019 and the Town received 2 bids, although one bid was incomplete and considered non-responsive.

Bidder Name	Bid Amount	Number of Items Bid
Begus Online, LLC	\$21,752.00	2 of 12
Joe Goddard Enterprises, LLC	\$114,619.48	12 of 12

The total cost of installation, including professional services, is \$114,619.48. This item is budgeted in the Information Technology Replacement Fund. The cost is under the \$150,000 budgeted for this item.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Outdoor Early Warning System Contract

Bid Response - Joe Goddard Enterprises

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND JOE GODDARD ENTERPRISES, LLC, FOR THE PURCHASE AND INSTALLATION OF NEW OUTDOOR EARLY WARNING SYSTEMS SPEAKERS AND ADDITIONAL AMPLIFIER MODULES IN AN AMOUNT NOT TO EXCEED \$114,619.48 AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement between the Town of Addison and Joe Goddard Enterprises, LLC, for services related to a new outdoor early warning system in an amount not to exceed \$114,619.48, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison's General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 26th day of March, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT BETWEEN TOWN OF ADDISON
AND JOE GODDARD ENTERPRISES, LLC FOR
INSTALLATION OF OUTDOOR EARLY WARNING SYSTEM**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 26th day of March, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the "Town", and Joe Goddard Enterprises, LLC, 11950 Thousand Oaks Drive, Edmond, Oklahoma, 73034, Party of the Second Part, hereinafter termed "Contractor".

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the Town, the said Contractor hereby agrees with the Town to commence and complete the services of the following bid:

Town of Addison Outdoor Early Warning System Bid No. 19-71

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the Agreement; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said service, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the Town, each of which has been identified by the endorsement of the Contractor and the Town thereon, together with the Contractor's written Bid and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

The Town agrees to pay the Contractor for purchase and installation of new outdoor early warning systems speakers and additional amplifier modules in an amount not to exceed \$ 114,619.48 in current funds for the performance of the Agreement in accordance with Exhibit "A" attached hereto and incorporated herein for all purposes, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

This Agreement shall commence on the Effective Date and terminate upon the Town providing a notice of final completion to the Contractor, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in default of the Agreement.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any remedy available to it at law.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN

NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

This Agreement may not be assigned without the written agreement of both parties.

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

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON

ATTEST:

By: _____
Wesley S. Pierson, City Manager

City Secretary

Date: _____

Joe Goddard Enterprises, LLC

(CONTRACTOR)

By: *Joe Goddard*

Printed Name: Joe Goddard

Title: Owner

Date: 3/14/19

ATTEST:

By: *Linda Goddard*

Linda Goddard

Printed Name: _____

Title: Business Mgt.

Date: 3/14/19

The following to be executed if the CONTRACTOR is a corporation:

I, Courtney Goddard, certify that I am the secretary of the corporation named as CONTRACTOR herein; that Joe Goddard, who signed this Contract on behalf of the CONTRACTOR is the Owner of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: *Courtney Goddard*

Corporate Seal



EXHIBIT A**ESTIMATE**

Quote000077

Joe Goddard Enterprises, LLC
 11950 Thousand Oaks Drive
 Edmond Oklahoma 73034
 U.S.A

Bill To
 Addison, Texas

Estimate Date : January 21, 2019

Reference# : Bid No. 19-71

#	Item & Description	Qty	Rate	Amount
1	Federal Signal DSA Six Horn Federal Signal Directional Speaker Array	24.00 1	3,158.57	75,805.68
2	Installation Installation of retrofit speaker arrays	6.00 1	3,200.00	19,200.00
3	UV 400 Amplifier Federal Signal UltraVoice 400 watt amplifiers.	12.00 1	582.28	6,987.36
4	DSAMK4 Mounting kit, Dir, Spkr, 4 Array	6.00	386.47	2,318.82
5	Shipping Shipping of equipment	1.00 1	4,849.55	4,849.55
6	Bid Bond Bid Bond 5%	1.00 1	5,458.07	5,458.07
Sub Total				114,619.48
Total				\$114,619.48

Notes

For questions in regard to this quote, please contact Andy Goddard.
 Andy Goddard
 405-830-9057

Terms & Conditions



REQUEST FOR BID
FOR
OUTDOOR EARLY WARNING SYSTEM SPEAKER & AMPLIFIER UPGRADE

BID NO. 19-71
CLOSING: 2:00 PM, JANUARY 24, 2019 LOCAL TIME

SUBMISSION:

Request for Bid (hereafter referred to as bids or proposals), in electronic or hard copy, shall include this document, the signature page, and all additional documents as required. Bids/Proposal shall be submitted electronically or if submitting in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BID/PROPOSAL: All documents may be submitted electronically through <https://www.bidsync.com>. Electronic submittals are preferred. If paper response is necessary please deliver to:

Town of Addison
5350 Beltline Road
Finance Department
Dallas, Texas 75254

MARK ENVELOPE ON OUTSIDE: "Bid#19-71"

All responses must be received before closing date and time. Bids/Proposals received in the Finance Department after submission deadline shall be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Finance Office shall be the official time of receipt. The right is reserved as the interest of the Town to reject any and all bid/proposals and to waive any informality in the bid/proposals received.

QUALIFICATION AND REFERENCE STATEMENT

The Town reserves the sole right to evaluate the bids submitted, waive any irregularity therein, select and/or reject any and all bids. The Town will award a contract to qualified vendor(s) offering the best value to the Town.

Solicitation 19-71

Outdoor Early Warning System Speaker & Amplifier Upgrade

Bid Designation: Public



Town of Addison



ESTIMATE

Quote000077

Joe Goddard Enterprises, LLC

11950 Thousand Oaks Drive
Edmond Oklahoma 73034
U.S.A

Bill To
Addison, Texas

Estimate Date : January 21, 2019

Reference# : Bid No. 19-71

#	Item & Description	Qty	Rate	Amount
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2	Installation Installation of retrofit speaker arrays	6.00 1	3,200.00	19,200.00
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4	DSAMK4 Mounting kit, Dir. Spkr, 4 Array	6.00	386.47	2,318.82
5	Shipping Shipping of equipment	1.00 1	4,849.55	4,849.55
6	Bid Bond Bid Bond 5%	1.00 1	5,458.07	5,458.07
			Sub Total	114,619.48
			Total	\$114,619.48

Notes

For questions in regard to this quote, please contact Andy Goddard.
Andy Goddard
405-830-9057

Terms & Conditions

NET 30

Bid 19-71

Outdoor Early Warning System Speaker & Amplifier Upgrade

Bid Number 19-71
 Bid Title Outdoor Early Warning System Speaker & Amplifier Upgrade

 Bid Start Date Dec 27, 2018 12:46:02 PM CST
 Bid End Date Jan 24, 2019 2:00:00 PM CST
 Question & Answer End Date Jan 21, 2019 12:00:00 PM CST

 Bid Contact Wil Newcomer
 Purchasing Manager

 Bid Contact Michele Womack
 Accounting Specialist
 Finance

 Contract Duration 90 days
 Contract Renewal Not Applicable
 Prices Good for 60 days

 Bid Comments ***NO FAX OR EMAIL SUBMITTALS ACCEPTED.**
BID BOND - FOR ALL BIDS OF \$50,000 OR MORE. TURN IN WITH BID.
PAYMENT BOND - FOR AWARDED BID OF \$50,000 OR MORE.
PERFORMANCE BOND - FOR AWARDED BID OF \$100,000 OR MORE.
MAINTENANCE BOND - FOR AWARDED BID OF \$100,000 OR MORE.

Item Response Form

Note: Please see attach Estimate #77 for Bid Response pricing

Item 19-71--01-01 - Trinity School DSA6 Speaker Arrays
 Quantity 4 each
 Unit Price
 Delivery Location Town of Addison
No Location Specified

 Qty 4

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with removal and disposal of old; provide and install new.

Item 19-71--01-02 - Fire Station 1 DSA6 Speaker Arrays
 Quantity 4 each
 Unit Price
 Delivery Location Town of Addison
No Location Specified

Qty 4

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with removal and disposal of old; provide and install new.

Item 19-71--01-03 - Festival Way DSA6 Speaker Arrays

Quantity 4 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 4

Description

per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with removal and disposal of old; provide and install new.

Item 19-71--01-04 - Village on the Parkway DSA6 Speaker Arrays

Quantity 4 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 4

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with removal and disposal of old; provide and install new.

Item 19-71--01-05 - Fire Station 2 DSA6 Speaker Arrays

Quantity 4 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 4

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with removal and disposal of old; provide and install new.

Item 19-71--01-06 - Greenhill School DSA6 Speaker Arrays

Quantity 4 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 4

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with removal and disposal of old; provide and install new.

Item 19-71--01-07 - Trinity School UV400 Amplifier

Quantity 2 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 2

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with provide and install new.

Item 19-71--01-08 - Fire Station 1 UV400 Amplifier

Quantity 2 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 2

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with provide and install new.

Item 19-71--01-09 - Festival Way UV400 Amplifier

Quantity 2 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 2

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with provide and install new.

Item 19-71--01-10 - Village on the Parkway UV400 Amplifier

Quantity 2 each

Unit Price

Delivery Location Town of Addison

No Location Specified

Qty 2

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with provide and install new.

Item 19-71--01-11 - Fire Station 2 UV400 Amplifier

Quantity 2 each

Unit Price

Delivery Location Town of Addison
No Location Specified

Qty 2

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with provide and install new.

Item 19-71--01-12 - Greenhill School UV400 Amplifier

Quantity 2 each

Unit Price

Delivery Location Town of Addison
No Location Specified

Qty 2

Description

Per TOA Spec.

Pricing to be inclusive of all billable costs to TOA associated with provide and install new.

Outdoor Early Warning System Speaker and Amplifier Upgrade

Scope of Services:

The Town of Addison is seeking bids for the purchase and installation of new outdoor early warning system speakers and additional amplifier modules. The new speakers will replace the existing ATI speakers at each siren site. The project should include all necessary electrical equipment, hardware for installation, labor, shipping/delivery and all other parts/costs to make the early warning system complete and operational. The siren speakers and amplifier modules proposed must be 100% compatible with the Town's existing Federal Siren UltraVoice electronic controller model UVTDH.

- The Early Warning System speakers (new) and additional UV400 amps (new) shall be furnished and installed by the contractor at each site / pole designated by the Town of Addison (see chart below).
- Speakers should be new Federal Signal DSA6 speaker arrays, or the equivalent in specifications, quality, and performance.
- The required number of new Federal Signal amplifier modules will increase from four to six modules at each site. (See chart below).
- The project also calls for the removal and disposal of the existing ATI speakers and associated hardware at each of the six sites listed below.

Siren site chart:

Tower	Location	DSA6 Speaker Arrays per site	Total Watts	Total <u>Existing</u> UV400 Amps	Total UV400 Amps Required per site	Additional UV400 Amps Required per site
1	Trinity School	4	2400	4	6	2
2	Fire Station 1	4	2400	4	6	2
3	Festival Way	4	2400	4	6	2
4	Village on the Parkway	4	2400	4	6	2
5	Fire Station 2	4	2400	4	6	2
6	Greenhill School	4	2400	4	6	2
TOTALS		24				12

Background Current Operations:

The Town of Addison is currently utilizing the Federal Signal UltraVoice controllers along with the Federal Signal SS2000+ encoder and Commander digital software version 14.1.0.20. The Federal Signal Outdoor early warning system was acquired and installed May/June of 2016.

Existing Federal Outdoor Warning System components include the following:

- Federal Signal UltraVoice electronic controller (UVTDH)
- Federal Signal UV400 amplifier modules
- Federal Signal SS2000+ encoder
- Commander digital software
- ATI speakers/drivers

Early Warning System sites:

- There are six siren sites located throughout the Town as indicated below:

Tower	Site Name	Approx Location	Longitude	Latitude	Existing UV400 Amps	Federal Signal Controllers
1	Trinity School	4350 Sojourn Drive	96°50'2.64"W	32°59'11.96"N	4	UVTDH
2	Fire Station 1	4798 Airport Pkwy	96°49'51.26"W	32°57'56.07"N	4	UVTDH
3	Festival Way	15625 Festival Way	96°49'42.29"W	32°57'34.08"N	4	UVTDH
4	Village on the Parkway	5100 Belt Line Rd	96°49'10.19"W	32°57'1.03"N	4	UVTDH
5	Fire Station 2	3950 Beltway Drive	96°50'52.57"W	32°57'1.79"N	4	UVTDH
6	Greenhill School	4141 Spring Valley Rd	96°50'45.78"W	32°56'36.55"N	4	UVTDH

Testing Requirements:

The testing plan submitted in the awarded vendor's bid will be used to test the full functionality of the installed speakers and amplifiers. The system must be fully functional and be accepted by the Town in order for the awarded vendor to receive payment.

Warranty:

Professional workmanship shall meet or exceed existing industry standards. Unless otherwise specified, the awarded vendor shall unconditionally guarantee the labor and the materials used in the performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty.

A one year warranty will be required from the awarded vendor for workmanship on the project, which includes all of the tasks required to fully complete the project and have a fully functional outdoor warning siren system. This requirement is in addition to the material warranty offered by the manufacturer. The material warranty period and the installation warranty period will not begin until the project is completed by the awarded vendor and accepted by the Town of Addison.

The Town reserves the right to terminate this contract if the materials or labor provided under this contract do not meet or exceed existing industry standards. The Town will be the only party responsible for making the final determination on quality of materials, equipment, and professional workmanship.

Vendor Requirements:

The Town of Addison is not obligated to accept the lowest priced bid. The Town reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the Town of Addison including, but not limited to, acceptance of the best bid or portion of a bid. The Town will be the sole judge of what comprises the most attractive, advantageous bid.

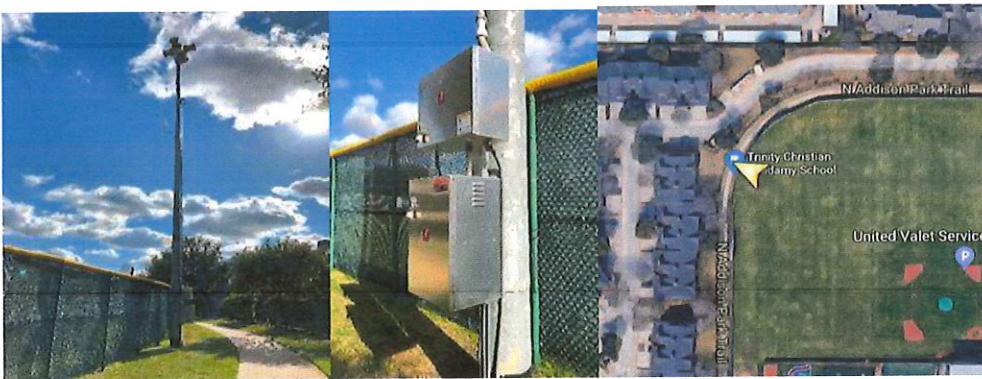
The vendor must have installed equivalent equipment in the State of Texas area within the last five years and be a Federal Systems factory authorized service vendor. The vendor must have expertise in ALL aspects of the Federal Signal Outdoor Early Warning System.

A complete listing of all proposed equipment and services must be submitted by the vendor. Each item must be shown by Manufacturer's Model number for all equipment to be supplied. Pricing must include delivery and installation.

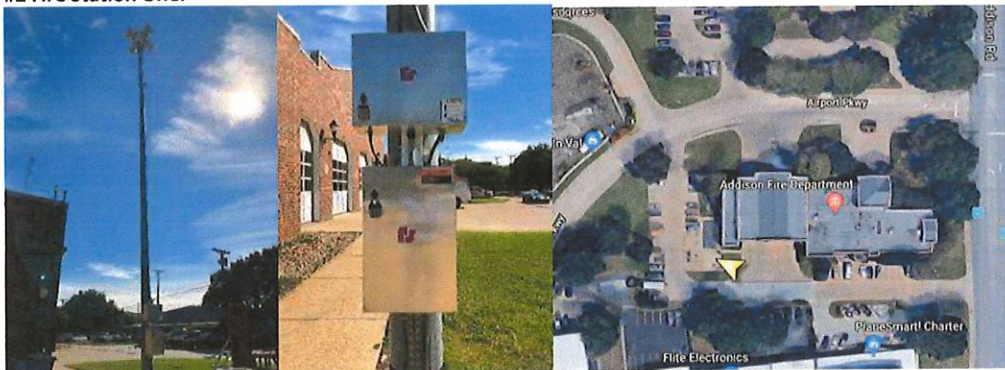
Vendor must provide information on at least three references. Provide client name, contact person and telephone number.

Early Warning System Site Pictures and Map

#1 Trinity School:



#2 Fire Station One:



#3 Festival Way :



#4 Village on the Parkway



#5 Fire Station Two site:



#6 Greenhill School site:



QUALIFICATION AND REFERENCE STATEMENT**BIDDER:** Joe Goddard Ent LLC**COMPANY INFORMATION:**Number of years in business? 56 yrsNumber of years at current location? 37 yrsDo you maintain a permanent commercial business office? yesHave you or any present partners or officers failed to complete a contract: No If yes, give name of owner and/or surety?

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Can you be reached 24 hours a day (in an emergency)? yesPager# Cell Phone# 405-830-9057Answer Svc# Other# **CUSTOMER REFERENCES**

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
City of Arlington, TX	Irish Hancock	817-459-6941	irish.hancock@arlingtontx.gov
City of Tyler, TX	Susan Price	903-531-1119	sprice@tyler-texas.com
Luminant Power Comanche Peak, TX	Patrick Allen	254-897-6023	patrick.allen@luminant.com
City of Edmond, OK	Brook Pintens	405-359-4378	brook.pintens@edmondok.com
City of Mesquite, TX	Cindy Carlo	972-329-8532	ccarlo@mesquitefire.org

Town of Addison
GENERAL TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. **Applicability:** These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. **Official Solicitation Notification:** The Town utilizes the following for official notifications of solicitation opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. **Seller to Package Goods:** Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. **Shipment Under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
5. **Title and Risk of Loss:** Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the Contract/Purchase Order.

11. Invoicing: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to

do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaimer, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good

faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, "assign" or "assignment"), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver; Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

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

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. Competitive Pricing: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.
38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.
39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.
40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.
41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.
42. Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
43. Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.
44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Seller to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a

written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

45. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf By submitting a response to this request, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46. Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

47. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

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

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard

to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

53. Prior or Pending Litigation or Lawsuits: Each Seller must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding

between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

59. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-**

450-7074 or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.


AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Outdoor Early Warning System Speaker & Amplifier Upgrade Bid #19-71

Company: Joe Goddard Enterprises LLC

Printed Name: Joe Goddard

Signature:  Date: 1/18/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2019

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

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

PRODUCER LW Insurance Services Inc. 1010 NW 45th St. Oklahoma City OK 73118-	CONTACT NAME: Penny Van Wey	
	PHONE (A/C, No, Ext): (405)601-4682 FAX (A/C, No): (405)468-5856	
	E-MAIL ADDRESS: penny@lwinsuranceservices.net	
INSURED Joe Goddard Enterprises, LLC 11950 Thousand Oaks Dr. Edmond OK 73034-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Burlington Insurance Co.	23620
	INSURER B: CompSource	36188
	INSURER C: Colony Insurance Co.	39993
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		INSR	WORD		(MM/DD/YYYY)	(MM/DD/YYYY)	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	x	X	103GL0014059-02	05/12/2018	05/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	x	X	HFF0008933	05/12/2018	05/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	03118227-18-1	05/01/2018	05/01/2019	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CG2010-0413 Additional Insured - Blanket Wording
U407-0707 Primary and Non-Contributing Insurance - Blanket Wording
U047-0310 Transfer of Rights of Recovery Against Others to Us - Blanket Wording
CG2037-0413 Additional Insured - Completed Operations

CERTIFICATE HOLDER

CANCELLATION

AI 003129

Town of Addison 5350 Beltline Rd. Dallas TX 75254-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2019

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

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

PRODUCER LW Insurance Services Inc. 1010 NW 45th St. Oklahoma City OK 73118-	CONTACT NAME: Penny Van Wey	
	PHONE (A/C, No., Ext.): (405)601-4682 FAX (A/C, No.): (405)468-5856	
	E-MAIL ADDRESS: penny@lwinsuranceservices.net	
INSURED Joe Goddard Enterprises, LLC 11950 Thousand Oaks Dr. Edmond OK 73034-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Burlington Insurance Co.	23620
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	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	x	x	103GL0014059-02	05/12/2018	05/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	x	x	HFF0006933	05/12/2018	05/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			03118227-18-1	05/01/2018	05/01/2019	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CG2010-0413 Additional Insured - Blanket Wording
U407-0707 Primary and Non-Contributing Insurance - Blanket Wording
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CG2037-0413 Additional Insured - Completed Operations

CERTIFICATE HOLDER**CANCELLATION**

AI 003129

Town of Addison 5350 Beltline Rd. Dallas TX 75254-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2019

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PRODUCER  Claire Faulkner-Truong 840 NW 50th ST Oklahoma City, OK 73118	CONTACT NAME: claire Faulkner-Truong PHONE (A/C, No, Ext): 405-787-2626 E-MAIL ADDRESS: claire@clairefaulkner.com FAX (A/C, No): 405-787-3120
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Joe Goddard Enterprises LLC 11950 Thousand Oaks Dr Edmond, OK 73034	NAIC # 25178

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			367 5846-F05-36B 382 4346-F22-36A 393 3195-E18-36A 034 1918-E20-36H	12/05/2018 12/22/2018 11/18/2018 11/20/2018	06/05/2019 06/22/2019 05/18/2019 05/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.

CERTIFICATE HOLDER

Town of Addison, Texas

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Town of Addison Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest

extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: Outdoor Early Warning System Speaker & Amplifier Upgrade Bid # 19-71

Company Name: Joe Gooddard Enterprises LLC

Signature: 

Date: 1/18/2019



Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-441966

Date Filed:
01/16/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Joe Goddard Enterprises LLC
Edmond, OK United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Addison, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-71
Outdoor Early Warning System Speaker & Amplifier Upgrade

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Goddard, Joe	Edmond, OK United States	X	

5 Check only if there is NO Interested Party.

☐

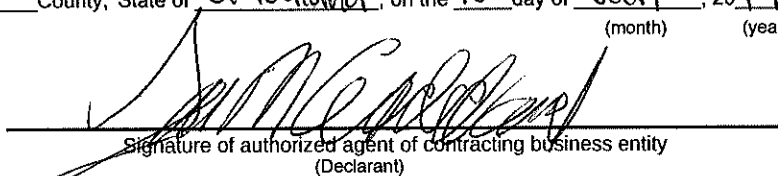
6 UNSWORN DECLARATION

My name is Joe Goddard, and my date of birth is 9/3/43.

My address is 11950 Thousand Oaks Dr., Edmond, OK, 73034, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Logan County, State of Oklahoma, on the 18 day of Jan, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

BID BOND

Bidder shall submit a bid bond equal to five percent (5%) of the bid price. Failure to submit a bid bond when required may deem the bid non-responsive. Bid Bonds may be submitted electronically with the executed original provided immediately upon request.

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF DALLAS }

WHEREAS, _____, as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct _____

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension of time or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:

SURETY: 1

By: _____

By: _____

Title: _____

Title: _____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }
COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2_____.

Notary Public in and for the State of Texas
My Commission Expires: _____

Typed or Printed Name of Notary

[Surety]

STATE OF TEXAS }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the _____ day of _____, 2_____ by _____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2_____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

1 Please see attached contact sheet for Surety and the Texas Department of Insurance

Payment and Performance Bond Contact Sheet**(1) Claims:**

All notices of claims shall be sent to the surety at the following address:

(Name of surety)_____
(Mailing address)_____
(Physical address)_____
(Phone number)**(2) Texas Department of Insurance Contact Number:**

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

1-800-252-3439.

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF DALLAS }

WHEREAS, _____ as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of _____ Dollars in the lawful currency of the United States of America (\$ _____) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct _____

_____ which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the Town harmless; shall reimburse and repay the Town for any outlay or expense which the Town may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:

SURETY:

By: _____

By: _____

Title: _____

Title: _____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }
COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2_____.

Notary Public in and for the State of Texas
My Commission Expires: _____

Typed or Printed Name of Notary

[Surety]

STATE OF TEXAS }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the ____ day of _____, 2____ by _____
who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

1 Please see attached contact sheet for Surety and the Texas Department of Insurance.

Payment and Performance Bond Contact Sheet

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

1-800-252-3439.



MAINTENANCE BOND

STATE OF TEXAS }
 COUNTY OF DALLAS }

WHEREAS, _____, as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct _____

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of one (1) year from the date of acceptance of the completed work by the Town, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Town and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Town may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of one (1) year as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Town shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:

By: _____
 Printed Name: _____
 Title: _____

Address of Principal:

SURETY:

By: _____
 Printed Name: _____
 Title: _____

Address of Surety:

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }
 COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2_____.

Notary Public in and for the State of Texas
 My Commission Expires: _____

Typed or Printed Name of Notary

[Surety]

STATE OF TEXAS }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the _____ day of _____, 2____ by _____ who
is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2_____.

Notary Public in and for the State of Texas
My Commission Expires: _____
2-4-13 1 yr

Typed or Printed Name of Notary

Supplier Response Form

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: Joe Goddard Enterprises LLC

Business Address:

11950 Thousand Oaks Dr
Edmond OK 73034

Contact Name: Joe Goddard

Phone#: 4052821978

Fax#:

Email: jokie23@cox.net

Name(s) Title of Authorized Company Officers:

Andy Goddard

Federal ID #: 81-4377312

W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: 098457575

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 ☒ #2 ☒ #3 ☐ #4 ☐ #5 ☐

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: ☒ Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Town of Addison, TX

Bid#19-71

Delivery Date: The time it will take our company to complete the Outdoor Early Warning System Speaker and Amplifier Upgrade would be (120) days after the award of bid.

Production of Equipment at the factory would be approx. 8-12 weeks. (60-90) days

Labor and Installation: approx. (30) days

Thank You,

Joe Godard Enterprises LLC

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes ☐ No ☒ Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☒ No ☐

Bid Bond: Is Bid Bond attached if applicable? Yes ☒ No ☐

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature:  Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

Question and Answers for Bid #19-71 - Outdoor Early Warning System Speaker & Amplifier Upgrade

Overall Bid Questions

There are no questions associated with this bid.

Work Session and Regular Meeting**8.****Meeting Date:** 03/26/2019**Department:** Infrastructure- Development Services**Pillars:** Excellence in Asset Management**Milestones:** Implement the Asset Management Plan

AGENDA CAPTION:

Consider Action to Approve the **Purchase of Belt Line Street Light Poles, Base Covers, Luminaries, Pulse Start Lamps, and Breakaway Support Systems and Authorize the City Manager to Execute the Purchase** in an Amount not to Exceed \$76,746.40.

BACKGROUND:

The street light poles on Belt Line Road are owned and maintained by the Town. Each year, the Town purchases new poles to replace those that are damaged or knocked down by vehicles throughout the fiscal year.

In the Fiscal Year 2018-2019 Streets operations budget, Council authorized the funds to purchase eight (8) replacement street light poles and fixtures for Belt Line Road. Bid #19-79 was posted on BidSync on January 30, 2019 and it closed on February 14, 2019. Three contractors submitted bids. One bidder, however, did not submit the correct line items for lamps, break away support systems, and luminaires, therefore, that bid was disqualified. Dealers Electrical Supply, submitted the lowest bid in the amount of \$76,746.40.

This purchase is budgeted in the Street Division's operations budget at \$100,000. The item is under budget. Below is a summary of the bids:

Vendor	Bid Amount
Begus Online LLC (Disqualified)	\$36,562.48
Dealers Electric Supply	\$76,746.40
Moreno Supply Inc.	\$110,120.00

The manufacturing and shipping lead time on the new poles is approximately 12 weeks.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Specifications - Belt Line Replacement Street Light Assemblies



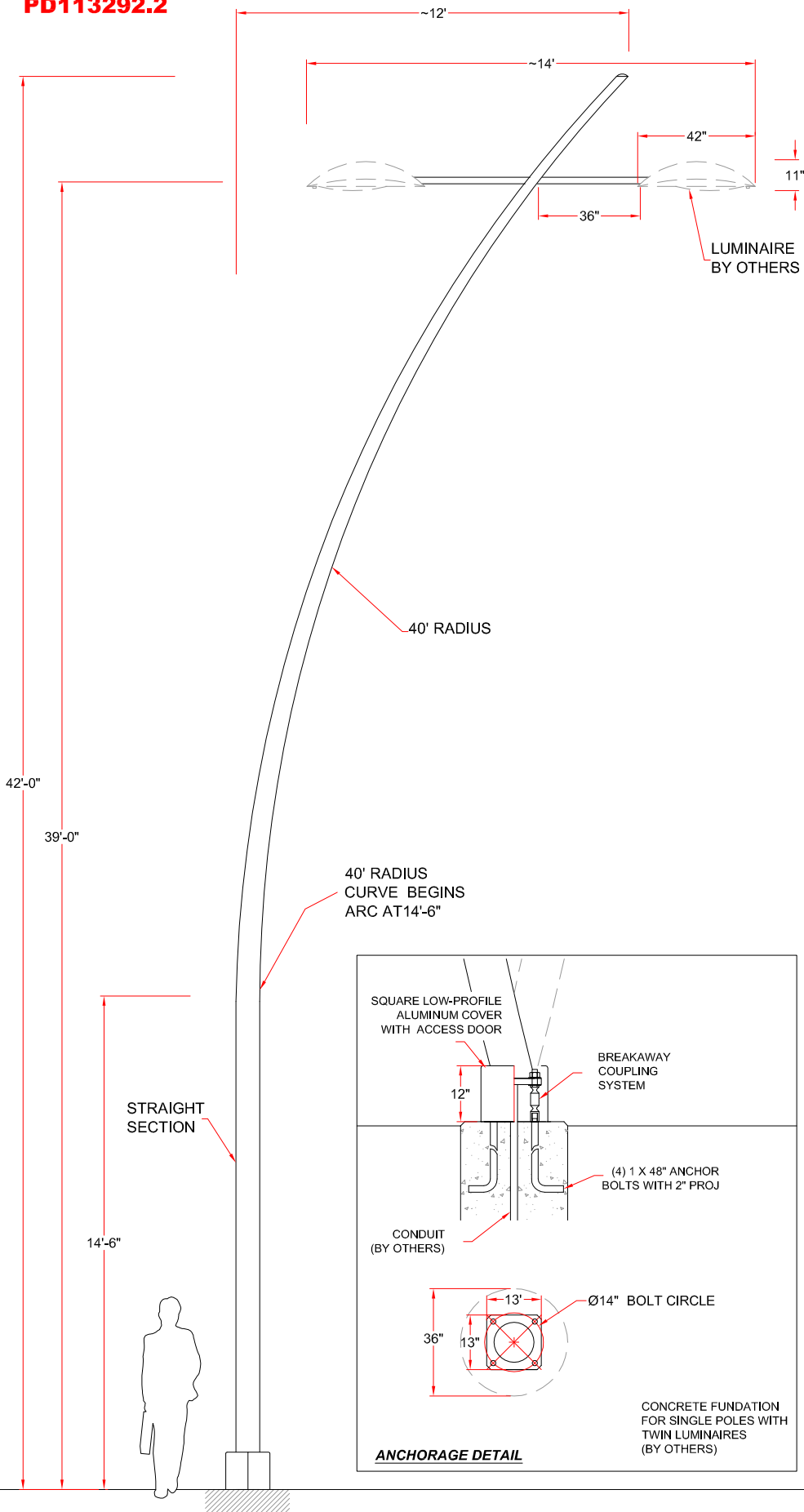
Belt Line Replacement Street Lighting Assemblies

Description: This bid is to purchase eight 40' radius street light poles, ten base covers, sixteen luminaires, 40 anchor bolts, and twenty pulse start lamps. All hardware is to be included.

Materials: The lighting assemblies will be of same manufacture as in the details sheets attached. All poles will be individually wrapped for protection from damage. The color of the lighting assemblies shall be approved by the Town prior to the powder coating process. Anchor bolts are to be provided with each pole.

Delivery: Delivery will only be accepted on Mondays – Fridays only between the hours of 8:00 am and 2:00 pm. The Town will be notified 48 hours in advance of delivery being made. Contact information will be provided to the lowest most responsible bidder.

PD113292.2



BELTLINE ROAD MEDIAN

Light fixture: by others

Pole: 7 ga steel, curved, tapering from 9.5" at the bottom to 3.5" at the top, welded to a 1" thick base plate. Pole is rated for 90 mph + 30% gust factor.

EPA @ 90 mph: 9.2 sqf

Arm: 2" steel pipe welded to the pole

Base cover: two-piece cast aluminum
attached to pole with tamper resistant
s/s hardware

Hand hole: 2-1/2" x 5" opening with a 3-1/2" x 6" steel door tethered to the pole with s/s cable

Anchor bolts: four 48"L x 1"O.D.
galvanized 55ksi min. yield bolts with 4"
hook and projection, with two nuts and
two washers each and steel template to
install bolts on 14" bolt circle.

All exposed hardware: stainless steel

Finish: smooth semi-gloss TGIC polyester powder coat over galvanized

Color: custom as per specifications:
Sherwin Williams B65W00651.

Date:
Jun. 2, 2011

Model:
CSP39-RTC-40-BAB-SW



Sheridan Lighting Systems, Inc.
4-2525 Dunwin Dr
Mississauga, ON L5L 1R9

T 905-369-0101 **F** 905-369-0102
sales@sheridansys.com www.sheridansys.com

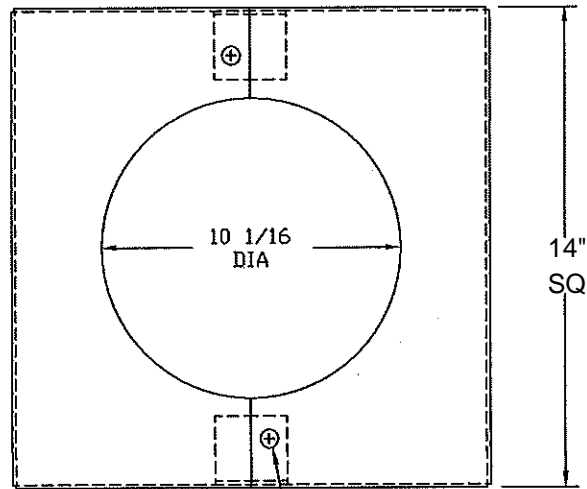
Pole Color

IFS COATINGS, INC.

Product # SRSL 90259

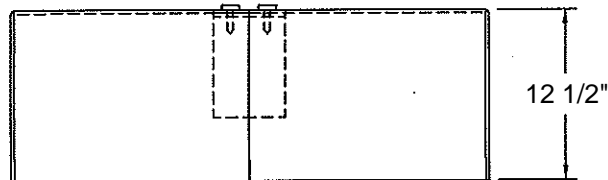
Batch # C11341

Desc: Kim Platinum Silver



(2) 560A317-1 BASE COVER
HALF (CUT FROM 560B265-2
BASE COVER HALF WELDMENT)

(2) #10 X 1/2 LG TYPE B PH
PAN HD SELF TAPPING SCREW
(18-8 SS)



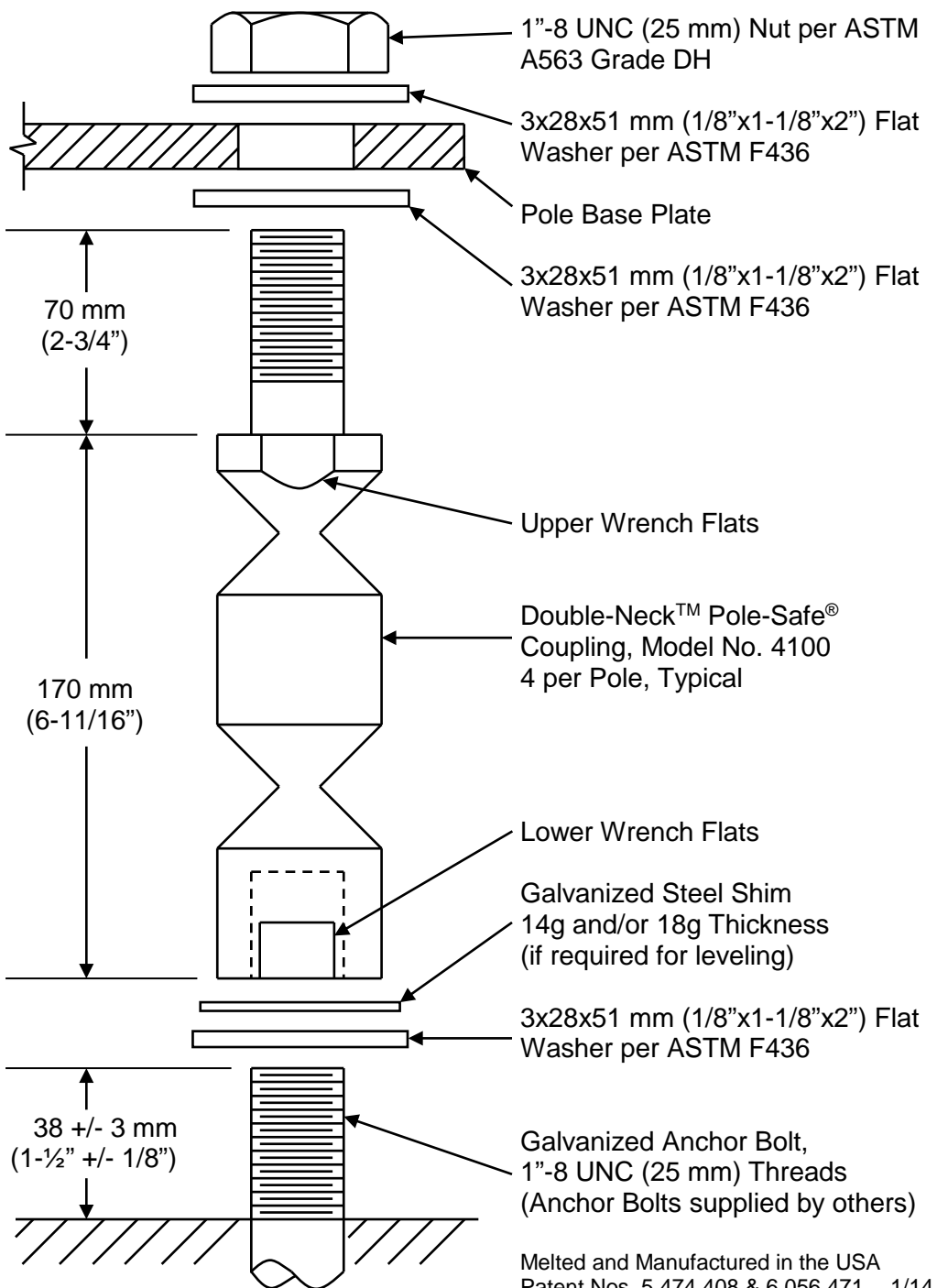
NOTE:

1. MATERIAL- LOW CARBON STEEL 50,000 PSI
MIN YIELD PER ASTM A1011 (A606 IF SELF
WEATHERING)
2. THE (2) 560A317-1 BASE COVER HALF AND
(2) #10 X 1/2 LG TYPE B PH PAN HD SELF
TAPPING SCREW (18-8 SS) ARE SHIPPED
UNASSEMBLED
3. FINISH- TO MATCH POLE

560A317	5	BASE COVER (9.85 RD)
PART NO	QTY	DESCRIPTION

MMC SO# 58572

DWN: PAUL F.	BASE COVER (9.85 RD POLE) FOR 13" SQ BASE WITH 1" OR 1 1/4 ANCHOR BOLTS	
DATE: 10-20-08		
CHK: FLOYD F.	Millerbernd MANUFACTURING CO. WINSTED, MN	560A317
SCALE: NTS		



SPECIFICATIONS

Performance Criteria:

1. Double-Neck™ Pole-Safe® conforms to AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
2. Double-Neck™ Pole-Safe® has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
3. Maximum Allowable Pole Mass = 450 kg (992 lb.) (total, including fixtures).

Physical Properties per Coupling:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum.
2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.
3. Ultimate Restrained Shear Strength = 16.9 kN (3.8 kips), minimum.
4. Ultimate Restrained Shear Strength = 24.4 kN (5.5 kips), maximum.

Corrosion Protection:

1. All Double-Neck™ Pole-Safe® couplings, nuts, bolts, and washers are galvanized after fabrication in accordance with ASTM A153. All leveling shims are galvanized after fabrication in accordance with ASTM A653.

Pole-Safe® Model No. 4100 Breakaway Support System for Light Poles



20 Jones Street
New Rochelle, NY 10801
914-636-1000
www.transpo.com



Pole-Safe® Model No. 4100

Breakaway Support System for Light Poles

INSTALLATION INSTRUCTIONS

NOTE: Proper Installation is essential for the Pole-Safe Breakaway Support System to function correctly as designed.

1. Surface of foundation around anchor bolts must be smooth, flat and free of debris.
2. Existing anchor bolts MUST be sized to the proper projection height as shown on the reverse side of these instructions. Then, anchor bolts shall be cleaned, and if necessary, coated with cold galvanizing material prior to installing Pole-Safe couplings.
3. Install lower flat washers, and thread Pole-Safe couplings on to anchor bolts.
4. If needed, shims are provided for leveling of the pole base plate, and may be installed at the base of the coupling(s). No more than 2 shims shall be installed on any one coupling. For larger adjustments that may be required, install no more than one additional flat washer under the base plate, on the top shank of the coupling(s).
5. Use lower wrench flats to tighten Pole-Safe couplings on to the anchor bolts. Secure couplings as tight as possible using conventional wrenches. Do not use a pipe wrench. Couplings must be seated squarely on the washers, and washers must be seated uniformly on top of the foundation. If necessary, remove coupling and reduce the anchor bolt projection height to allow proper seating of the couplings.
6. Install a flat washer on top of each Pole-Safe coupling, and set the pole with base plate on top of the couplings.
7. Install a flat washer and nut on to each Pole-Safe coupling extended through the pole base plate. If pole is not plumb, install shims and/or washers for proper leveling as described in Step 4 above.
8. Tighten each nut on to pole base plate. Pole-Safe couplings must be held with an additional wrench on the upper wrench flats to prevent an induced torque stress across the necked portion of the couplings. Nuts shall be tightened using the turn-of-nut method in accordance with American Institute of Steel Construction (AISC) procedures (for ASTM A325 and A490 anchor bolts, 1/3 rotation past "snug tight").

Transpo Industries, Inc., 20 Jones Street, New Rochelle, NY 10801-6098
Phone: 914-636-1000 Fax: 914-636-1282
www.transpo.com



Horizontal
Pulse Start

MS 350W/H75/T15/S/PS/740

GENERAL Characteristics

Lamp Type	MH Pulse Start Single Ended
ANSI Code	M131/E
Bulb Shape	T15
Base Type	Mogul (E39)
Bulb Finish	Clear
Rated Life	26000 hours
Operating Position	Horizontal $\pm 75^\circ$
Dimming	50% Rated Power

PHOTOMETRIC

Initial Lumens	33000
Scotopic Lumens (S/P 1.7)	56000
Lumens Per Watt	94
Lamp Lumen Depreciation (LLD)	.80 (80%) @ 8000 hours
Correlated Color Temperature	4000K
Chromaticity Coordinates (CIE-x,y)	.385 .390
Color Rendering Index (CRI)	68

PHYSICAL

Bulb Diameter	2.0" (52mm)
Max. Overall Length (MOL)	8.3" (211mm)
Light Center Length (LCL)	5.0" (127mm)
Effective Arc Length	38.4mm
Max. Base Temperature ($^\circ\text{C}$)	210
Max. Bulb Temperature ($^\circ\text{C}$)	500
Socket Pulse Rating (KV)	4
Luminaire Type	Enclosed Rated

ELECTRICAL

Lamp Watts	350
Lamp Oper. Voltage (Nom.)	135

SUSTAINABILITY

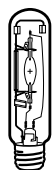
Recycling Program	Smartpac® 800-451-2606
Picograms Hg per Mean Lumen Hour	41
MR-Credit 4 Reduced Mercury in Lamps	1 LEED point
EISA 2007 Compliant	Yes

NOTES

Lamp performance ratings published in this data sheet are based on operation with magnetic ballasts. Performance of position-rated lamps outside of their tolerances will result in poor performance. Minimum Starting Temperature: $-40^\circ\text{C}/^\circ\text{F}$. To calculate nighttime Scotopic lumens, multiply the lumen rating by the S/P ratio. **LEED V3, MR CREDIT 4: Sustainable Purchasing - Reduced Mercury in Lamps is awarded 1 point for projects which at least 90% of all mercury-containing lamps purchased during the performance period comply and meet the target for mercury content of 90 picograms per lumen-hour or less.



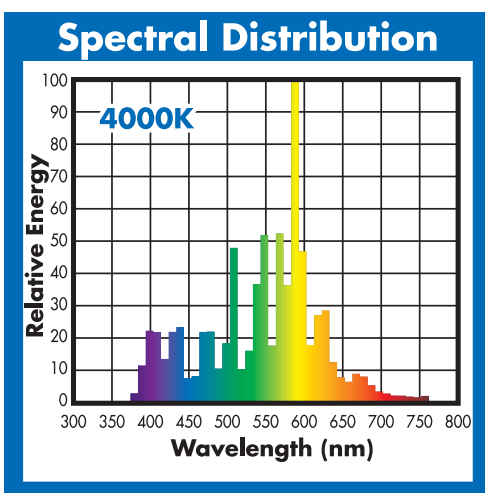
T15



Dia. = 2.0" (52mm)
MOL = 8.3" (211mm)
LCL = 5.0" (127mm)
Base = Mogul (E39)

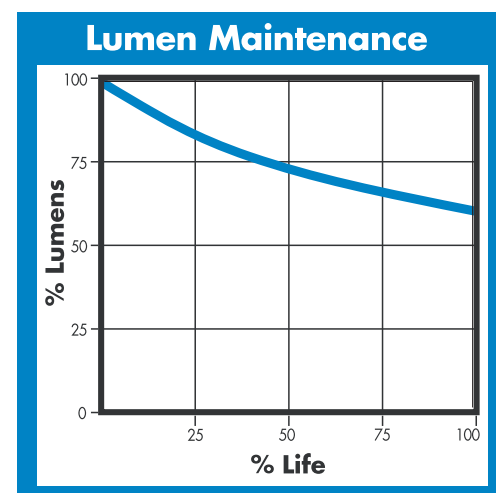
(800) 451-2606
or (440) 248-3510

Fax: (800) 451-2605
7905 Cochran Road
Glenwillow, Ohio 44139 USA
E-mail: venture@adlt.com
VentureLighting.com



THIS LAMP CONFORMS TO FEDERAL STANDARD 21 CFR 1040.30

Warning: This lamp can cause skin burn and eye inflammation from shortwave ultraviolet radiation if outer envelope of the lamp is broken or punctured. Do not use where people will remain for more than a few minutes unless adequate shielding or other safety precautions are used. Lamps that will automatically extinguish when outer envelope is broken or punctured are commercially available.



This Product is Recyclable Through





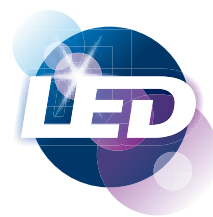
CAPELLA

SERIES

Product Overview and Technical information >>

>>

LUMINAIRE > CPLM-TH3F
POLE > ATR85C2



Some luminaires of this series are IDA (International Dark-Sky Association) approved.



CPLM



CPLS

CAPELLA

SERIES

Inspired by movement / Inspired by the splendor of movement, the Capella is one of the most adaptable luminaires on the market. With its graceful curves and sweeping lines it contributes to the beautification of any environment and enhances the visual impact of any project. >>





>>
LUMINAIRE > CPLM-TH3F
POLE > ATR85C2

ADAPTABILITY

The Capella comes in two sizes to maximize its potential and appeal. The smaller version is perfect for lighting alleyways, pathways, sidewalks and small roadways while the larger version is ideal for city streets and boulevards. The two complement each other and can be used in tandem to add a measure of grace and fluidity to any area, big or small.

PERFORMANCE

Photometric performance at its finest. With the Capella you get exceptional light distribution and spread as well as efficiency and durability. Full cut-off optics protect the night sky, energy efficiency protects the environment, and high-quality aluminum construction protects Capella's beauty for years to come. Durable, reliable, with easy toolfree maintenance, the Capella is as tough and practical as it is beautiful.

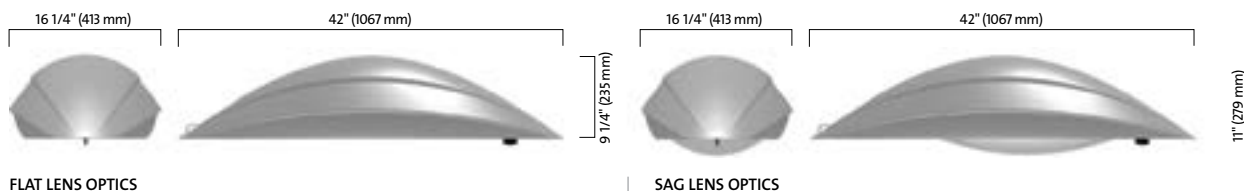


BENEFITS

- Pure lines with high visual appeal.
- Exceptional durability and reliability.
- Simple, toolfree maintenance.
- Superior photometric performance.
- Respectful of the environment and the night sky.

LUMINAIRES

Conform to the **UL 1598** and **CSA C22.2 No. 250.0-08** standards



CPLM

EPA: 0,83 sq. ft.
Weight: 55 lbs (25 kg)



LAMPS / LED

LAMP CODE DEFINITION / **40W 49LED 4K**

- Lamp wattage
- Number of diodes (LED)
- Color temperature

LED = Philips Lumileds Rebel ES, CRI = 70, CCT = 4000K (+/- 350K)

LED rated life = 100,000 hrs¹ - Driver rated life = 50,000 hrs

LUMINAIRE	LAMP	TYPICAL DELIVERED LUMENS ²		TYPICAL LAMP WATTAGE (W)	TYPICAL SYSTEM WATTAGE ³ (W)	TYPICAL CURRENT @ 120 V (A)	TYPICAL CURRENT @ 240 V (A)	TYPICAL CURRENT @ 277 V (A)	LED CURRENT (mA)	HPS EQUIVALENT ⁴	LUMINAIRE EFFICACY RATING (LM/W)	
		FLAT LENS	SAG LENS								FLAT LENS	SAG LENS
CPLM	40W49LED4K-ES	4025	4070	42	47	0.39	0.20	0.17	285	100 W	86	87
	65W49LED4K-ES	5385	5440	65	72	0.60	0.30	0.26	428	100 W	75	76
	90W49LED4K-ES	6450	6515	90	102	0.85	0.43	0.37	571	150 W	63	64

¹ L70 = 100,000 hrs (at ambient temperature = 25°C and forward current = 700 mA).

² May vary depending on the optical distribution used.

³ System wattage includes the lamp and the LED driver.

⁴ Compared to Capella (equivalence should always be confirmed by a photometric layout).

WATTAGE	LE2F / LE2S LE3F / LE3S LE4F / LE4S LE5F / LE5S
40W49LED4K-ES	✓
65W49LED4K-ES	✓
90W49LED4K-ES	✓

✓ : Available N/A: Not available

VOLTAGE

120 / 208 / 240 / 277 / 347¹ / 480¹

¹ Comes with a step-down transformer with 40W49LED4K-ES and 65W49LED4K-ES.

OPTICAL SYSTEMS / LED



Flat lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.

LE2F: Asymmetrical
LE3F: Asymmetrical
LE4F: Asymmetrical
LE5F: Symmetrical (square)
> House shield available in option (HS)



Sag lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.

LE2S: Asymmetrical
LE3S: Asymmetrical
LE4S: Asymmetrical
LE5S: Symmetrical (square)
> House shield available in option (HS)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

LAMPS / HID

WATTAGE	TH2 / TH3	TH2F / TH3F
50 MH, medium	✓	✓
70 MH, medium	✓	✓
100 MH, medium	✓	✓
150 MH, medium	✓	✓
200 MH, mogul	✓ ³	✓ ³
320 MH, mogul	✓	✓ ²
175 PSMH, mogul	✓	N/A
250 PSMH, mogul	✓	✓ ²
400 PSMH, mogul	✓	N/A
35 HPS, mogul	✓	✓
50 HPS, mogul	✓	✓ ¹
70 HPS, mogul	✓	✓ ¹
100 HPS, mogul	✓	✓ ¹
150 HPS, mogul	✓	✓ ¹
200 HPS, mogul	✓	✓
250 HPS, mogul	✓	✓
400 HPS, mogul	✓	✓

✓ : Available N/A : Not available

¹ Use only with ED17 medium base lamp.

² Use only with short version LCL 5 3/4" of T15 mogul base lamp.

³ Use only with short version LCL 5" of T15 mogul base lamp.

OPTICAL SYSTEMS / HID

(Lamps not included)



FLAT LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

TH2F: Full cut-off (II)
TH3F: Full cut-off (III)



SAG LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a sagged tempered-glass lens.

TH2: Cut-off (II)
TH3: Cut-off (III)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

VOLTAGE

HID¹ & MASTERCOLOR®: 120 / 208 / 240 / 277 / 347 / 480

CosmoPolis™: 120 / 208 / 240 / 277

¹ Multi-top ballast also available.

¹ Only available with 60 CW.

CosmoPolis™ / new generation of ceramic metal halide lamp

WATTAGE	TH2 / TH3	TH2F / TH3F
60 CW	✓	✓
90 CW	✓	✓

✓ : Available

MasterColor® / new generation of ceramic metal halide lamp

WATTAGE	TH2 / TH3	TH2F / TH3F
210 MCE	✓	✓

✓ : Available

LAMPS / QL

WATTAGE	TH	THF
55 QL	✓	✓
85 QL	✓	✓

✓ : Available

High frequency generator for induction lamp (4000K).
Instant start. Operating range 50-60 Hz or DC.
Lamp minimum starting temperature -40F (-40 °C).

OPTICAL SYSTEMS / QL

(Lamps not included)



FLAT LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

THF: Full cut-off (II)



SAG LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a sagged tempered-glass lens.

TH: Cut-off (II)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

VOLTAGE

120 / 208 / 240 / 277

› Multi-top ballast also available.

LUMINAIRE OPTIONS

HS House shield

PH8 Quarter-turn photoelectric cell

SAR Short arm for round pole
(E.P.A.: 0.25 sq. ft. / Weight: 2.6 lbs (1.2 kg))

FINISHES

(Consult Philips Lumec's Color Chart for complete specifications)

The specially formulated **Lumital** powder coat finish is available in a range of many standard colors.

ORDERING SAMPLE

PRODUCT	LAMP	OPTICAL SYSTEM	VOLTAGE	OPTIONS	FINISH
CPLM	250 HPS	TH2F	120	HS	NP

MAINTENANCE



ACCESS TO INTERNAL COMPONENT

The luminaire opens by simply turning the compression twist lock located underneath the luminaire at the front end. The hood can then be pivoted along a incorporated hinge found at the back of the luminaire. When opened, a safety cord holds in place the bottom part of the luminaire.



ACCESS TO LAMP

A simple quarter-turn of the sealed shutter provides easy access to the lamp. Quick-disconnect terminals between the lamp and the ballast tray ensure safe and easy lamp replacement.



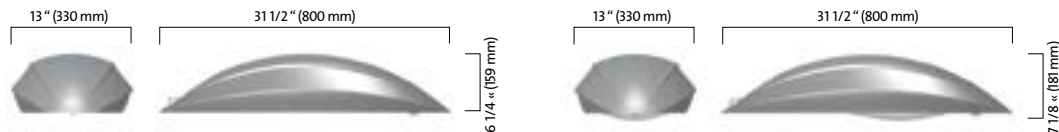
ACCESS TO BALLAST

The toolfree drop-in unitized ballast tray is slipped into the ballast box. Here again, the use of quick-disconnect terminals ensures safe and easy ballast maintenance.



LUMINAIRES

Conform to the **UL 1598** and **CSA C22.2 No. 250.0-08** standards



FLAT LENS OPTICS

SAG LENS OPTICS

CPLS

EPA: 0,47 sq. ft.
Weight: 30 lbs (13.6 kg)

LAMPS / LED

LAMP CODE DEFINITION / **40W 49LED 4K**

Lamp wattage
Number of diodes (LED)
Color temperature

LED = Philips Lumileds Rebel ES, CRI = 70, CCT = 4000K (+/- 350K)

LED rated life = 100,000 hrs¹ - Driver rated life = 50,000 hrs

LUMINAIRE	LAMP	TYPICAL DELIVERED LUMENS ²		TYPICAL LAMP WATTAGE (W)	TYPICAL SYSTEM WATTAGE ³ (W)	TYPICAL CURRENT @ 120 V (A)	TYPICAL CURRENT @ 240 V (A)	TYPICAL CURRENT @ 277 V (A)	LED CURRENT (mA)	HPS EQUIVALENT ⁴	LUMINAIRE EFFICACY RATING (LM/W)	
		FLAT LENS	SAG LENS								FLAT LENS	SAG LENS
CPLS	40W30LED4K-ES	2965	3000	40	45	0.38	0.19	0.16	400	70 W	66	67
	60W30LED4K-ES	4025	4070	60	68	0.57	0.28	0.25	600	100 W	59	60

¹ L70 = 100,000 hrs (at ambient temperature = 25°C and forward current = 700 mA).

² May vary depending on the optical distribution used.

³ System wattage includes the lamp and the LED driver.

⁴ Compared to Capella (equivalence should always be confirmed by a photometric layout).

WATTAGE	LE2F / LE2S LE3F / LE3S LE4F / LE4S LE5F / LE5S
40W30LED4K-ES	✓
60W30LED4K-ES	✓

VOLTAGE

✓ : Available N/A: Not available

120 / 208 / 240 / 277

OPTICAL SYSTEMS / LED



Flat lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.

LE2F: Asymmetrical
LE3F: Asymmetrical
LE4F: Asymmetrical
LE5F: Symmetrical (square)
> House shield available in option (HS)



Sag lens

IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.

LE2S: Asymmetrical
LE3S: Asymmetrical
LE4S: Asymmetrical
LE5S: Symmetrical (square)
> House shield available in option (HS)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

LAMPS / HID

WATTAGE	2H / 4H	2HF / 4HF
50 MH, medium	✓	✓
70 MH, medium	✓	✓
100 MH, medium	✓	✓
150 MH, medium	✓	✓
175 MH, medium	✓	✓
35 HPS, medium	✓	✓
50 HPS, medium	✓	✓
70 HPS, medium	✓	✓
100 HPS, medium	✓	✓
150 HPS, medium	✓	✓
18 CF	✓	✓
26 CF	✓	✓
32 CF	✓	✓
42 CF	✓	✓

✓ : Available N/A: Not available

> Socket: GX24Q-2 (18W), GX24Q-3 (26W)(32W), GX24Q-4 (42W), triple tube for compact fluorescent (lamp not included).

OPTICAL SYSTEMS / HID

(Lampes non incluses)



FLAT LENS optics

Sealed optical chamber consisting of an hydroformed reflector permanently sealed on a flat tempered-glass lens.

2HF: Full cut-off (II)
4HF: Full cut-off (IV)



Optique / LENTILLE EN SAILLIE

Bloc optique scellé composé d'un réflecteur hydroformé scellé de façon permanente sur une lentille en saillie en verre trempé.

2H: Défilé (II)
4H: Défilé (IV)

* Photometry available on Philips Lumec web site www.philips.com/lumec.

VOLTAGE

HID¹: 120 / 208 / 240 / 277 / 347 / 480

CosmoPolis™: 120² / 208 / 240 / 277

¹ Multi-top ballast also available.

² Only available with 60 CW.

CosmoPolis™ / new generation of ceramic metal halide lamp

WATTAGE	2H / 4H	2HF / 4HF
60 CW	✓	✓
90 CW	✓	✓

✓ : Available

LUMINAIRE OPTIONS

- HS** House shield
PH Photoelectric cell

FINISHES

(Consult Philips Lumec's Color Chart for complete specifications)

The specially formulated **Lumital** powder coat finish is available in a range of many standard colors.

ORDERING SAMPLE

PRODUCT	LAMP	OPTICAL SYSTEM	VOLTAGE	OPTIONS	FINISH
CPLS	150 HPS	2HF	120	PH7	NP

MAINTENANCE



ACCESS TO INTERNAL COMPONENT

The luminaire opens by simply turning the compression twist lock located underneath the luminaire at the front end. The hood can then be pivoted along a incorporated hinge found at the back of the luminaire. When opened, a safety cord holds in place the bottom part of the luminaire.



ACCESS TO LAMP

A simple quarter-turn of the sealed shutter provides easy access to the lamp. Quick-disconnect terminals between the lamp and the ballast tray ensure safe and easy lamp replacement.

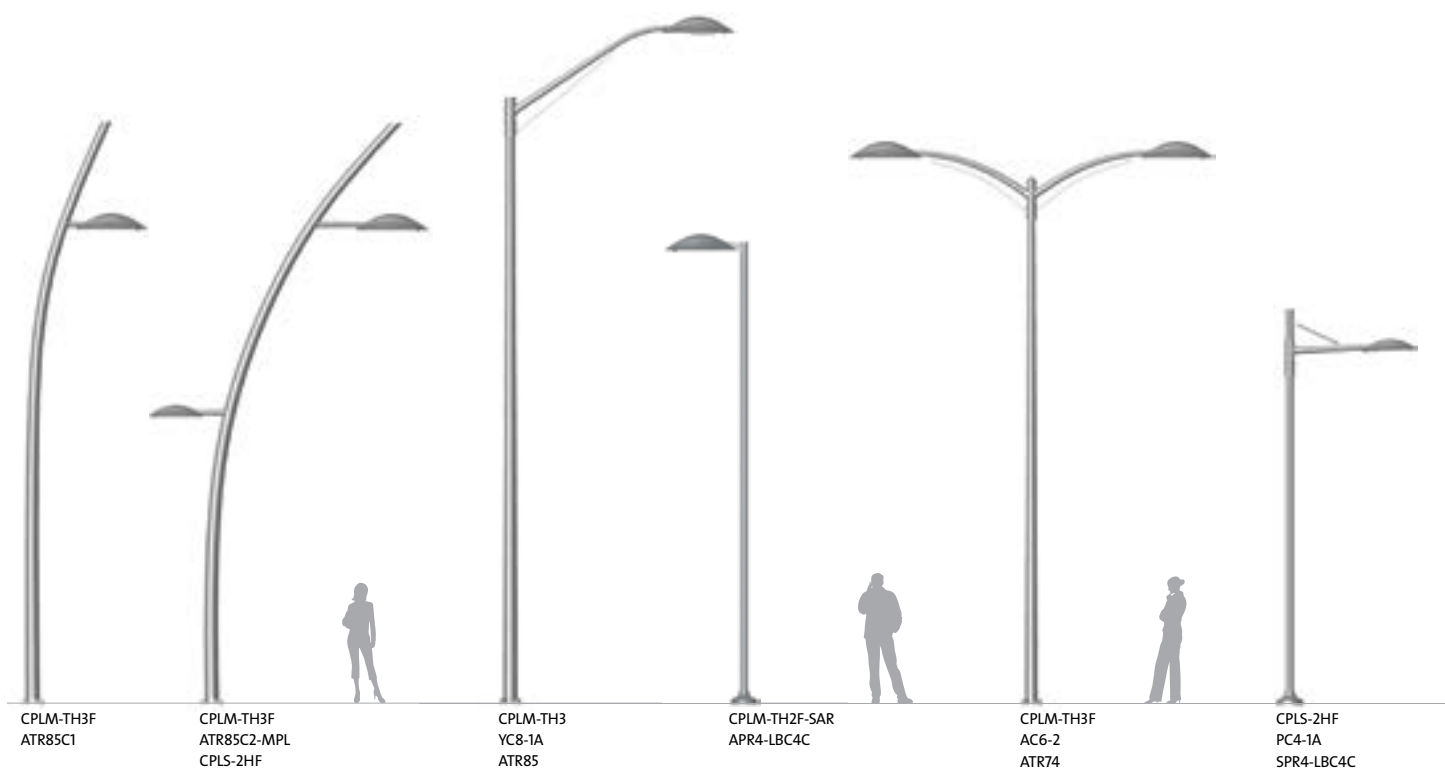


ACCESS TO BALLAST

The toolfree drop-in unitized ballast tray is slipped into the ballast box. Here again, the use of quick-disconnect terminals ensures safe and easy ballast maintenance.



ASSEMBLY EXAMPLES





»
LUMINAIRE > CPLM-TH3F
POLE > ATR85C2-MF
MID-POLE LUMINAIRE > CPLS-2HF



www.philips.com/lumec

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ONTARIO OFFICE

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F : 866.971.2825

For the details of our different agents and representatives, please consult the **Contact us** section of our Website.

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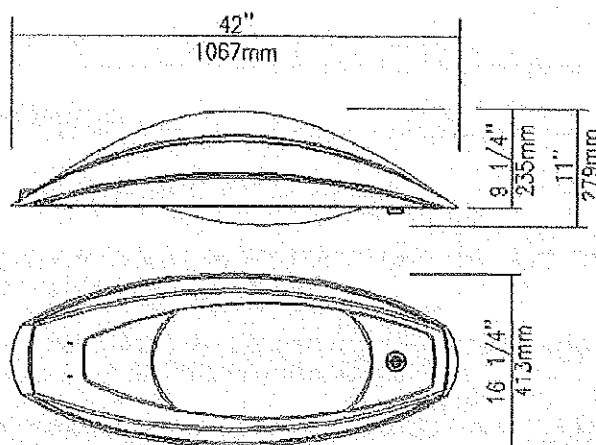
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/ Some luminaires use fluorescent or high intensity discharge (HID) lamps that contain small amounts of mercury. Such lamps are labeled "Contains Mercury" and/or with the symbol "Hg." Lamps that contain mercury must be disposed of in accordance with local requirements. Information regarding lamp recycling and disposal can be found at www.lamprecycle.org



The choice to not print paper brochures anymore but to make them available on-line is an example of the positive environmental actions that Philips Lumec has decided to undertake. This not only considerably reduces our paper consumption but also guarantees the exactitude of the information our clients receive.



Qty 20 Luminaire [CPLM-004]-350PSML-T15-TH3-240-HE-SC

Description of Components:

Housing: the upper and lower part of the housing are made of die cast A360 Aluminum alloy 0.180 (4.6mm) minimum thickness. The mounting means includes two brackets made of stamped galvanized-steel (12ga.). Fits on a 1.9" (49mm) to 2 3/8" (60mm) OD by 10 1/2" (267mm) long tenon, fixed by 3/8-16 UNC steel zinc plated bolts. An integral part of the housing permits an adjustment of +/- 5°. The housing is complete with a ground lug and a terminal block that accepts (#8 max.) wires from the primary circuit.

Access-Mechanism: Quarter-turn pressure locking system made of die cast aluminum. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Lamp: (Not included), 350 watt metal halide Pulse Start Type (ANSI Code M131), short version LCL 5 3/4" T15 bulb from Venture reduced outer jacket, mogul base.

Optical System: (TH3), I.E.S. type III cut-off (asymmetrical) complete with a sag lens. Smartseal system. System composed of 3 main components:

- Shutter** made of injection molded A360 aluminum alloy. Removable with a quarter turn, c/w an injection molded silicone gasket (duro 60 shore A). Horizontal lamp position.
- Multi-faceted reflector** made of hydroformed 3002-0 aluminum alloy chemically brightened and anodized (5 micron min) complete with additional reflectors made of aluminum with 95% reflectivity.
- Sag Lens** made of clear tempered glass of 0.20" (5mm) thickness, permanently sealed onto the reflector. The Smartseal optical system is rated IP66.

Bird Guard: Prevents birds from entering the luminaire. Made of high-density polyethylene 0.030" (0.8mm) thick and captive to the housing.

Miscellaneous

Description of Components:

Wiring: The connection of the luminaire is done using a terminal block connector 500V, 57A for use with bare son (#8 max.) wires from the primary circuit, located inside the housing.

Hardware: All exposed screws shall be stainless steel with Ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

Finish: (SC = Sherwin Williams #B65W00651) and in accordance with the AAMA 2604 standard. Application of a polyester power coat paint (4 mils/100 microns). The chemical composition provides a discoloration resistant finish in accordance with the ASTM D 2244 standard, as well as luster retention in keeping with the ASTM D 523 standard and humidity proof in accordance with the ASTM-D2247 standard.

The surface treatment achieves a minimum of 3000 hours for salt spray resistant finish in accordance with the tests performed and the ASTM-B117 standard.

Surface Finish: *The above mentioned product has been specified in a smooth finish. We wish to inform you that Lumec cannot guarantee a finish without imperfections (e.g. apparent grinding marks and porosity). We strongly recommend the use of a textured finish which provides better uniformity of surface finish. No return of merchandise showing above mentioned imperfection will be granted.*

Vibration Resistance: The CPLM meets the ANSI C136.31-2001 table 2, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100 000 cycles by an independent lab)

Luminaire: Ballast conforms to the EISA of 2007 Regulations requirements.

Work Session and Regular Meeting

9.

Meeting Date: 03/26/2019
Department: Infrastructure- Development Services
Pillars: Excellence in Transportation Systems
Milestones: Implement the Asset Management Plan

AGENDA CAPTION:

Consider Action to Approve the **Purchase of Traffic Signal Controllers, Traffic Signal Lights, Communications Units, Traffic Signal Backup Batteries, Video Detection Upgrades, Associated Components; Renewal of Traffic Signal Software; an Agreement for the Maintenance and Testing of the Back-Up Battery System and Authorize the City Manager to Execute the Purchase** in an Amount not to Exceed \$240,265.

BACKGROUND:

As part of the annual signal system maintenance program, the Streets Division of the Infrastructure and Development Services department purchases replacement equipment, such as signal controllers, signal lights, pedestrian crossing buttons, signal poles, and other components for the Town's 37 signalized intersections.

The Streets Division is replacing 10 of the traffic system's signal controllers because they have reached the end of their useful life and, due to their age, replacement parts are not available. The Town's 37 signalized intersections also have battery backups that keep the lights in operation in the event of a power outage. The battery back-up for 9 of the signalized intersections are proposed to be replaced this year and video detection upgrades will be made at 8 intersections. Also included in this purchase, is the renewal of the Centrac's Traffic Signal software and the annual maintenance for the battery backup system.

Approval of this item would authorize funding from two (2) sources. The first source source is \$118,655 from the Fiscal Year 2019 Self-Funded Special Project Fund that was set aside for the implementation of the asset management plan. The second source, covering the remainder, is \$121,610 funded from the Street Division's approved Fiscal Year 2019 operating budget.

All of these items and services will be purchased through BuyBoard, a state-wide collective purchasing agency that bids out services and products for its members to provide the leverage needed to achieve better pricing on products, equipment, and services.

The detailed cost of the items to be purchased are included below:

Item	Quantity	Cost
Econolite Cobalt Traffic Signal Controller	10	\$27,500
LED Signal Lights and Pedestrian Heads	309	\$23,000
Centrac's Annual Software Agreement	1	\$8,750
Alpha Cell Batteries and Tester	37	\$13,100
Alpha Uninterruptible Power Supply (UPS) Preventative Maintenance	36	\$7,200
Video Detection Equipment	8	\$134,915
Communication Units	2	\$17,800
Miscellaneous Signal Hardware	1	\$8,000

RECOMMENDATION:

Administration recommends approval.

Work Session and Regular Meeting

10.

Meeting Date: 03/26/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for Lupe Tortilla, Located at 4535 Belt Line Road, from the Code of Ordinances, Chapter 62 Section 62-163. – Area, in Order to Permit a Sign Exceeding the Allowed Letter/Logo Height Requirement.**

BACKGROUND:

Lupe Tortilla is a Mexican restaurant with multiple locations centered around the Houston, Austin, and San Antonio areas, and that is expanding into the North Texas market. In 2018, the company purchased the former Romano's Macaroni Grill building located at 4535 Belt Line Road.

Lupe Tortilla is proposing a sign that is at 16 feet 3 inches above grade and is setback about 70 feet from Belt Line Road. Based on this location, the sign must comply with Schedule A of Section 62-163 of the Sign Code that requires letter/logo heights of up to 16 inches tall with an allowance that 50% of the letters or logo can be up to 20 inches tall. At the March 12, 2019 Council Meeting, Lupe Tortilla presented a meritorious exception requesting that they be allowed to include a 57 inch tall pepper logo in their sign.

The Code states that meritorious exceptions should be considered on the basis that the Town's standard requirements, "by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship." Based on this, staff recommended denial of the request and suggested that a monument sign would be an allowable solution to Lupe Tortilla's visibility concerns.

During the March 12, 2019 Council Meeting, Council tabled this item and directed staff to negotiate a compromise with Lupe Tortilla regarding the size of the pepper logo. The Council also requested that any proposed solution be justifiable and formulaic. Based on this, Staff utilized precedent from the prior Meritorious Exception approval for a 40 inch pepper logo for Chili's Grill & Bar and developed a formula that would allow two additional inches for letter/logo elements for every five additional feet a building is set back from the street starting at 25 feet. Based on current zoning requirements, it is highly unlikely that a building would ever be closer than 25 feet from Belt Line Road. This formula results in the following scale:

Distance from Street (feet)	Typical Letter/Logo Height Allowed (inches)	Proposed Letter/Logo Height (inches)
25	16	16
30	16	18
35	16	20
40	16	22
45	16	24
50	16	26
55	16	28
60	16	30
65	16	32
70	16	34
75	16	36
80	16	38
85	16	40
90	16	42
95	16	44

The Chili's sign is located approximately 85 feet from the street and was allowed through a Meritorious Exception to be 40 inches in height. The proposed scale aligns with this measurement. The Lupe Tortilla sign is located 70 feet from the street. Based on this scale, staff is suggesting that the pepper be allowed to be 34 inches tall. Lupe Tortilla is agreeable to this compromise.

RECOMMENDATION:

Administration recommended denial of the original meritorious exception request. Based on Council's direction to explore a compromise between the typical ordinance requirements and the original request, Staff and the applicant have agreed upon the proposed 34 inch pepper logo. This accommodation would only be applicable to this property. Staff requests additional direction from Council.

Attachments

Ordinance - Meritorious Sign Exception - Lupe Tortilla

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS GRANTING A MERITORIOUS EXCEPTION TO SECTION 62-163 OF CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW A 34 INCH TALL PEPPER LOGO ON THE FRONT ELEVATION, ON THE PROPERTY LOCATED AT 4535 BELT LINE ROAD, PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to the provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That a meritorious exception to Section 62-163 of Chapter 62 of the Code of Ordinances is hereby granted to allow a 34 inch tall pepper logo on the south facade, front elevation, as detailed in **Exhibit A**, for Lupe Tortilla, located at 4535 Belt Line Road. No other additional signage is permitted unless it complies with Chapter 62 of the Code of Ordinances.

Section 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance (Violations), be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 4. That this Ordinance shall take effect from and after its date of adoption and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN
OF ADDISON, TEXAS, on this the 26th day of March, 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

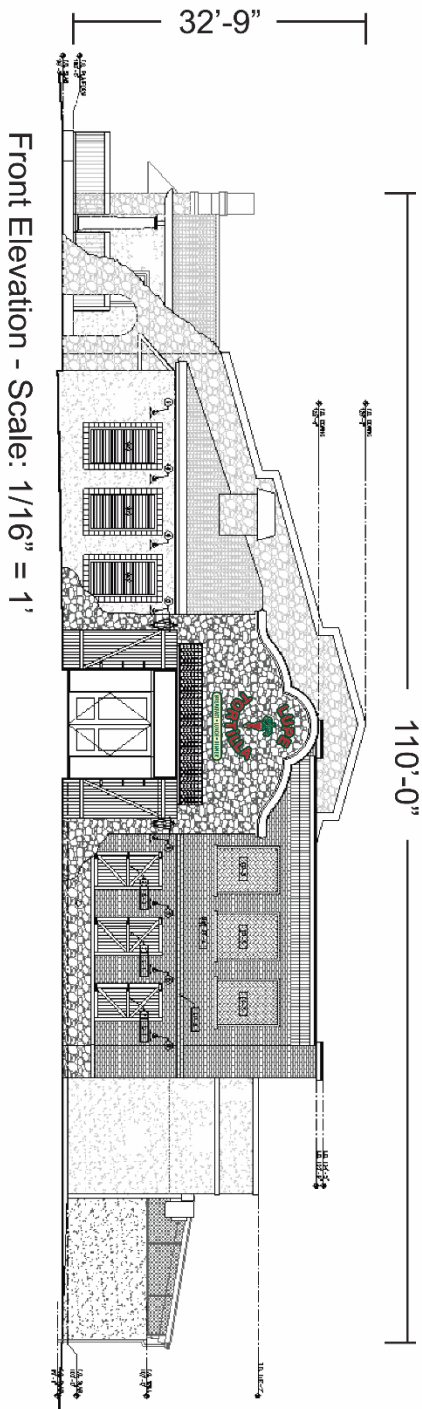
Ordinance No. _____



SALES@LNSSIGNS.com www.LNSSIGNS.com

972.790.8900 fax 972.790.8997
11330 Luna Road Dallas, Texas 75229

Elevation



DESIGNED FOR:
Lupe Tortilla

PROJECT LOCATION:
**4535 Belt Line Road,
Addison, Texas 75001**

DATE: 1-22-19 DRAWN BY: JL

FILE SAVED AS:

SALESPERSON:
Robert Hymn

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TSCL 18510
UL# E342647

NOTES:

Revised 2-25-19
Revised 3-4-19
Revised 3-5-19
Revised 3-8-19
Revised 3-13-19
Revised 3-15-19
Revised 3-18-19
Revised 3-20-19
Revised 3-21-19



Note: All installable improvements to existing structures of the 30th floor or less shall be designed and constructed in accordance with the 2017 International Building Code (IBC) and the 2017 International Electrical Code (IEC). All other improvements shall be designed and constructed in accordance with the 2017 International Building Code (IBC) and the 2017 International Electrical Code (IEC).

CUSTOMER APPROVAL

DATE

Ordinance No. _____



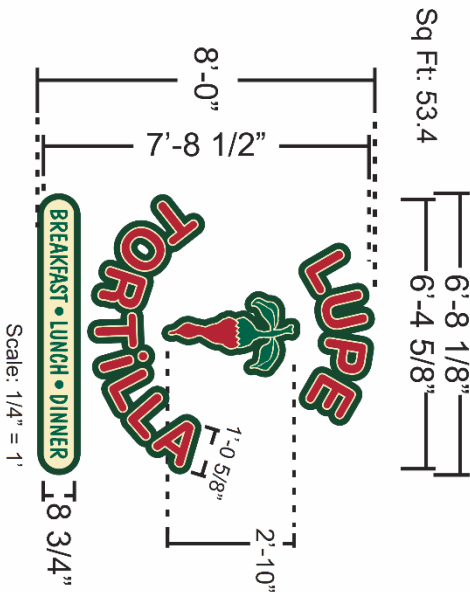
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www.LNSSIGNS.com

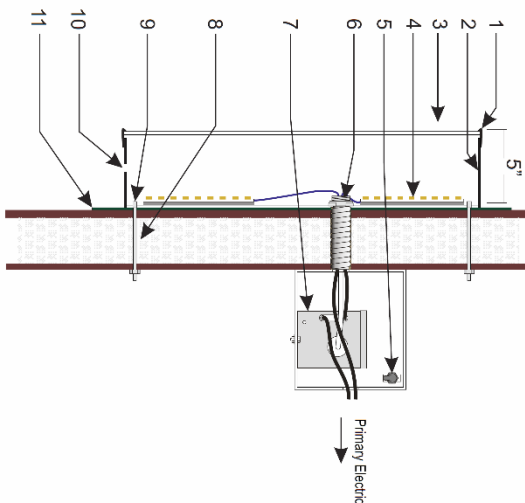
972.790.8900 fax 972.790.8997

11330 Luna Road Dallas, Texas 75229

Front Elevation Channel Letter Detail



Manufacture and Install One(1) Qty., Direct Mounted, Internally Illuminated Channel Letters, with 1" Trim-cap Painted to Match SW 6468 Hunt Club, 5" Aluminum Returns Painted to Match SW 6468 Hunt Club and #2146 Ivory Acrylic Faces with Oracal 8800-031 Red and 8800-658 Melon First Surface Vinyl Overlays. Letters Illuminated with White LED's. Background Panel to be 3mm ACM Panel Painted to Match SW 6468 Hunt Club. All Paint to be Matte Finish.



General notes

1	1" Trim-cap Painted to Match SW 6468 Hunt Club
2	5" x .040" Aluminum Returns Painted to Match SW 6468 Hunt Club
3	3/16" #2146 Ivory Acrylic Faces w/ Vinyl Overlay
4	White LED Units Applied to Back of Letters with Foam Tape and Silicone
5	On/Off Switch
6	LED Wire to Power Supply
7	Remote Power Supply in UL Approved Box
8	1/4" Non-Corrosive Anchors, Through Bolted into Wall
9	1/4" Riv-Nut Installed in Letter Back
10	1/4" Drain Holes in Bottom of Letters
11	3mm ACM Background Panel Painted to Match SW 6468 Hunt Club

NOTE: Specs subject to change depending on final sign design choice.

DESIGNED FOR:
Lupe Tortilla

PROJECT LOCATION:
**4535 Belt Line Road,
Addison, Texas 75001**

DATE: **1-22-19**
DRAWN BY: **JD**

FILE SAVED AS:

SALESPERSON:
Robert Hyman

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UL# E342647

NOTES:

Revised 2-25-19
Revised 3-4-19
Revised 3-5-19
Revised 3-8-19
Revised 3-13-19
Revised 3-15-19
Revised 3-18-19
Revised 3-20-19
Revised 3-21-19



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CUSTOMER APPROVAL

DATE

Ordinance No. _____

Work Session and Regular Meeting

11.

Meeting Date: 03/26/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Amending Chapter 22 - Businesses, of the Code of Ordinances by Adding Article IX, Hotel/Motel Maximum Exemptions from the Payment of Hotel Occupancy Tax, in order to Set a Cap on the Number of Room Nights that May be Exempt from the Payment of Hotel Occupancy Tax.**

BACKGROUND:

Addison currently has twenty-three hotels. Over the years, the City Council has held numerous discussions regarding both the future of hotel development and the performance of the existing hotels, specifically those that may not meet the community's expectations. Since 2017, the City Council has held a series of Work Sessions where they defined four areas of concern:

- Revenue
- Zoning Compliance
- Code Enforcement
- Public Safety

Additional discussions were held to determine what, if any, action the Town should take when hotels are not meeting expectations in these areas. In addition to a number of staff actions related to code enforcement and public safety, Staff has noted that certain hotels are providing long-term housing accommodations rather than short-term hotel stays. This activity is enabled, in part, by the fact that hotels are not required to collect Hotel Occupancy Tax on stays of longer than 30 days. By providing long-term housing, hotels are circumventing zoning requirements for housing developments and occupying hotel rooms that are intended to support Addison's important business and tourism industries.

In response, Staff is proposing to establish a business regulation that would require hotels to operate so that no more than 30% of room nights may claim the permanent resident exemption. Based on a preliminary review of Hotel Occupancy Tax information, it appears that all but two existing hotels in Addison, Budget Suites of America and Residence Inn, currently operate in compliance with the proposed requirement. If adopted, any hotel that operates in violation of these requirements is subject to a fine of up to \$500.00 per occurrence. If a hotel continues to operate in this manner for three months within a twelve month period, the City Council may hold a hearing and revoke the hotel's certificate of

occupancy.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Hotel Business Regulation - Exemption Cap

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 22, BUSINESSES, OF THE CODE OF ORDINANCES OF THE TOWN TO CREATE A NEW ARTICLE IX – “HOTEL/MOTEL MAXIMUM EXEMPTIONS FROM THE PAYMENT OF HOTEL OCCUPANCY TAX” TO SET A MAXIMUM OF 30% OF ROOM NIGHTS THAT MAY BE EXEMPT FROM THE PAYMENT OF HOTEL OCCUPANCY TAX; PROVIDING FOR EXCEPTIONS; PROVIDING A PENALTY NOT TO EXCEED \$500.00 FOR VIOLATION; PROVIDING FOR REVOCATION OF THE CERTIFICATE OF OCCUPANCY FOR REPEATED VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, tourism is a critical component of the Town of Addison’s healthy economic environment; and

WHEREAS, the Town desires that hotels and motels are operated so that rooms are available to serve Addison’s tourists; and

WHEREAS, the adoption of this Ordinance and the amendments set forth herein are for and in the best interests of the health, safety and welfare of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Incorporation of Recitals. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. The Code of Ordinances of the Town of Addison, Texas, Chapter 22 – Businesses shall be amended to add a new Article VIII – Hotel/Motel Maximum Exemptions from the Payment of Hotel Occupancy Tax to read in its entirety as follows:

Chapter 22 – BUSINESSES

....

ARTICLE IX. – HOTEL/MOTEL – MAXIMUM EXEMPTIONS FROM THE PAYMENT OF HOTEL OCCUPANCY TAX

Sec. 22-270. – Maximum room nights subject to exemption.

Each hotel and motel within the Town of Addison shall operate such that not more than 30 percent of its room nights are subject to a room night exemption as set forth in Section 22-231 and 22-232 below.

Sec. 22-271. – Room night exemptions.

For purposes of this Article, a room night exemption shall mean a room night that is exempt from the payment of a hotel occupancy tax collected within the Town of Addison and shall be determined based on the documentation required by Section 74-104 of the Code of Ordinances.

Sec. 22-272. – Exceptions.

The Director of Finance may grant exceptions to the limit set forth in Section 22-230 under the following circumstances:

- a. In the event of a declared state of emergency within the State of Texas that causes the number of room night exemptions to exceed the maximum set forth herein due to the number of evacuees or the number of first responders or other governmental employees.
- b. When a hotel or motel submits additional documentation to the City demonstrating exemptions other than the permanent resident exemption.

Sec. 22-273. – Violation.

- a. Exceeding the maximum number of room night exemptions set forth herein during a monthly reporting period shall be considered a violation of the Code of Ordinances and such violation shall be subject to the penalty provisions set forth in Section 1-7 of the Code of Ordinances.
- b. A hotel or motel that exceeds the maximum number of room night exemptions set forth herein for more than three reporting periods in a twelve month period shall, after notice and hearing, as provided below, be subject to revocation of the certificate of occupancy for the hotel or motel.

Sec. 22-274. – Revocation of certificate of occupancy.

- a. Prior to the revocation of a certificate of occupancy for violation of the standards set forth herein, the Town shall provide not less than ten (10) days written notice to:
 - 1. the property owner at the address shown in the online records of the Dallas Central Appraisal District; and
 - 2. a manager of the hotel or motel at the property address.
- b. The notice set forth above shall be sent by certified mail, return receipt requested, and by regular mail and shall set forth the date and time of a hearing before the City Council at which time the City Council will consider revocation of the Certificate of Occupancy.

Section 3. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or the Code of Ordinances, Town of Addison, Texas as amended hereby, commits a Class C misdemeanor punishable by a fine as set forth in Section 1-7 of the Code of Ordinances, Addison, Texas.

Section 4. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 5. Severability. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ____ day of _____, 2019.

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Irma Parker, City Secretary

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

12.

Meeting Date: 03/26/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss and Consider Action on an **Ordinance Amending Chapter 2 - Administration of the Code of Ordinances to Allow for the Sale of Unclaimed Impounded Personal Transport Vehicles, and Amending Chapter 70 - Streets, Sidewalks and Other Public Places of the Code of Ordinances by Adding Article VII, Division 2. Personal Transport Vehicles to Regulate Bikesharing and Scootersharing Companies in the Public Right-of-Way and on Town Property.**

BACKGROUND:

In previous Work Sessions, the City Council has discussed potential regulations for bikesharing and scootersharing companies operating in the Right-of-Way and on Town properties such as parks and trails. During the Work Session on March 12, 2019, staff presented a draft ordinance amendment and permit agreement for Council's review. Staff has adjusted the documents based on Council's input and is presenting the proposed ordinance for adoption. Staff will also present the findings of additional research requested by the Council during their most recent Work Session.

The proposed ordinance amendment would group bicycles, scooters, and similar vehicles under a new term called "Personal Transport Vehicles" (PTVs). Any company offering PTVs for rental in the Public Right-of-Way or other Town property would be required to obtain a permit agreement from the Town. The Permit would require the PTV sharing companies to agree to a number of requirements regarding the maintenance and upkeep of PTVS, the placement and parking of PTVs, and well as other operational requirements detailed in the attached permit agreement. Additionally, the ordinance amends the Chapter 2 - Administration of the Code of Ordinances to allow the Town to sell unclaimed impounded PTVs after 15 days.

The proposed regulations would be a pilot program with all permit agreements with PTV sharing companies will expire on December 31, 2019. Staff will schedule a Work Session with the City Council this Fall to determine if PTV sharing companies should continue to be permitted in the future or if additional regulations are required.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Personal Transport Vehicles

Draft Personal Transport Vehicle Share Permit Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES TO ALLOW FOR THE SALE OF UNCLAIMED IMPOUNDED PERSONAL TRANSPORT VEHICLES; AMENDING CHAPTER 70 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES OF THE CODE OF ORDINANCES ADDING ARTICLE VII, DIVISION 2. PERSONAL TRANSPORT VEHICLES; PROVIDING A DEFINITION; PROVIDING FOR THE PERMITTING OF PERSONAL TRANSPORT VEHICLE SHARING SERVICES IN THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR IMPOUNDMENT FEES FOR UNPERMITTED PERSONAL TRANSPORT VEHICLES; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Transportation Code Section 311.001, the Town of Addison (the “Town”) maintains and regulates the streets and alleys within the City; and

WHEREAS, pursuant to Texas Transportation Code Section 316.021, cities may grant permission and prescribe the consideration and terms for the use of a portion of a municipal street or sidewalk for a private purpose if it does not interfere with the public use of the street or sidewalk or create a dangerous condition on the street or sidewalk, and

WHEREAS, bicycle and scooter sharing service companies now possess GPS, 3G, and self-locking technology such that the bicycles and scooters may be locked and opened by users with a smart phone application and tracked to provide for operations and maintenance; and

WHEREAS, the goals of the Town are to provide safe and affordable multimodal transportation options to all residents and visitors, increase mobility across the town, maintain all current uses of streets and sidewalks, and regulate the placement and proliferation of bicycles and scooters in the Town’s right-of-way; and

WHEREAS, bicycle and scooter sharing services are a component to help the Town achieve its transportation goals and the Town desires to make bicycle and scooter sharing services available to residents, employees and visitors in the City, while maintaining the right-of-way for use by the public for passage and maintaining or enhancing property values; and

WHEREAS, the Town desires to create a pilot program to allow the Town to evaluate the regulations of bicycle and scooter sharing services in the Town’s right-of-way; and

WHEREAS, at the end of the term of the pilot program, the City may re-evaluate the conditions for granting permits to bicycle and scooter sharing services or this ordinance.

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

Section 1. Chapter 2, Administration, of the Code of Ordinances is hereby amended by amending Section 2-301. – Authority to sell; deposit of cash, subsection (a) to read in its entirety as follows.

CHAPTER 2, Administration

...

ARTICLE VI. – DISPOSAL OF UNCLAIMED OR SURPLUS PROPERTY

Sec. 2-301. – Authority to sell; deposit of cash.

- (a) The following property may be sold by the Town in the manner provided in this article:
- (1) Abandoned, stolen or recovered property, except motor vehicles or perishable property which may be sold immediately, that remains unclaimed with the Town for 60 days, whether or not the owner is known; and
 - (2) Abandoned, stolen or recovered motor vehicles that remain unclaimed with the town for 30 days, whether or not the owner is known; and
 - (3) Impounded Personal Transport Vehicles, as defined in Section 70-335 of this Code, that remain unclaimed with the Town for 15 days, whether or not the owner is known; and
 - (4) Personal property owned by the Town that has been declared surplus, obsolete, worn out or useless by the head of a department and that is no longer needed for public use.

Section 2. Chapter 70, Streets, Sidewalks, and Other Public Places, of the Code of Ordinances is hereby amended by adding a new Article VII – License for Use of Public Right of Way, Division 2, Personal Transport Vehicles, which shall read in its entirety as follows:

CHAPTER 70, Streets, Sidewalks, and Other Public Places

...

ARTICLE VII. – LICENSE FOR USE OF PUBLIC RIGHT OF WAY

...

DIVISION 2. Personal Transport Vehicles

Sec. 70-335. – Definitions.

Personal Transport Vehicle means bicycles, scooters and other similar devices which may or may not be motorized.

Sec. 70-336. – Personal transport vehicle sharing services permit.

- (a) It shall be an offense for a company or person that provides personal transport vehicles for use on a short term basis in exchange for compensation, to place such personal transport vehicles in the Town's right-of-way without a permit.
- (b) Permits may be issued and amended by the director of Infrastructure Services, or their designee and shall regulate the use of the Town's right-of-way to allow sufficient access for pedestrians, comply with the American's with Disabilities Act, ensure no significant adverse effect on the property rights of third parties, and avoid creating conditions that are a threat to public health and safety.
- (c) Where other sections of the Code of Ordinances conflicts with this division relating to the regulation of Personal Transport Vehicles, this division shall apply.

Sec. 70-337. – Personal transport vehicle impoundment.

If a company or person places Personal Transport Vehicles in the Town's right-of-way without a permit, the Town may remove and impound the Personal Transport Vehicle. If a Personal Transport Vehicle is impounded in accordance with this section, an impoundment fee shall be assessed against and collected from the owner as a condition for the redemption of such Personal Transport Vehicle in accordance with the following:

Number of Personal Transport Vehicles Impounded	Fee per Personal Transport Vehicle
1	\$25.00
2	\$50.00
3	\$75.00
4 or more	\$100.00

Section 3. Any violation of the provisions or terms of this ordinance by any person, firm, or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Addison hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 5. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. That this Ordinance shall take effect on April 1, 2019 and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS, on this the 26th day of March, 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

PERSONAL TRANSPORT VEHICLE SHARE PERMIT AGREEMENT

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

THIS PERMIT AGREEMENT is made and entered into by and between the Town of Addison, a home-rule municipal corporation, hereinafter called "Permitter" or "Town" and _____, a _____ corporation licensed in _____, hereinafter called "Permittee." In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Town does hereby grant a Personal Transport Vehicle Share Permit, hereafter called "Permit."

This Permit is granted subject to the terms and conditions set out below:

1. Term. This Permit shall expire on December 31, 2019.
2. Use of Town of Addison Public Right-of-Way. The Town hereby grants permission to use the Right-of-Way on a non-exclusive basis, according to the terms of this Permit, solely for the purpose of offering Personal Transport Vehicle (PTV) Sharing Services within the Town. For purposes of this Permit, the term "Right-of-Way" means sidewalks, curbs, gutters, streets, alleys, roads and other pathways open to the public. The term "Personal Transport Vehicle (PTV) Sharing Services" means the renting of bicycles, scooters or similar devices on a short-term basis generally in exchange for compensation. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in Town property.
3. Use of Town of Addison Parks, Trails and Open Spaces: The Town hereby grants permission to use Town of Addison parks, trails and open spaces ("Parks") on a non-exclusive basis, according to the terms of this permit, solely for the purpose of offering PTV Sharing Services within the Town. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in Town property.
4. Other Town Property: The use of other Town of Addison property for PTV Sharing Services may be appropriate. The City Manager or their designee may authorize such use in a separate writing and may allow use of that property under the same terms as this Permit or different terms, at the sole discretion of the City Manager or their designee and such writing shall be a part of this permit to the same extent as if it was set forth herein.
5. Use. Permittee customers may use the Right-of-Way and Parks for parking of bicycles and scooters owned and maintained by Permittee, and for riding PTV Fleet vehicles. For purposes of this permit, the term "PTV Fleet" refers to all bicycles, scooters and similar vehicles owned by the Permittee operating in the Town and the term "" refers to all scooters owned by the Permittee operating in the Town. Use of the Right-of-Way and Parks, and Permittee's operations within the Town, shall, at a minimum:

- a. not adversely affect the property of any third parties;
- b. not inhibit pedestrian movement or ADA access within Rights-of-Way, Parks and Other Town Property; and
- c. not create conditions which are a threat to public safety and security.

6. PTV Docking Stations. Permittee shall not place or attach any personal property other than PTVs, fixtures, or structures, including but not limited to PTV docking stations, to the Right-of-Way or Parks without the prior separate written consent and at the sole discretion of the City Manager or their designee, and such writing shall be a part of this permit to the same extent as if it was set forth herein.

7. PTVs. All PTVs that are part of the PTV Fleet shall:

- a. Meet any applicable requirements in the Texas Transportation Code, including for lights and reflectors, and all other state, federal and local requirements for the PTVs.
- b. Have an emblem of Permittee, current contact information (including telephone number and email address for relocation requests) and a unique identifier prominently displayed on the PTV.
- c. Be high quality and sturdily built to withstand the effects of weather and constant use for at least five years.
- d. Accommodate a wide range of users.
- e. Be well-maintained and in good riding condition.
- f. Not display third-party advertising.

8. PTV Parking. Permittee and the Town will collaboratively identify designated PTV parking zones to station PTVs in the PTV Fleet and corral rebalanced PTVs ("Home Zones.") In the event the parties cannot agree, the City Manager, or his designee, will be the final arbiter for designating Home Zones. The Home Zones will be identified on an up-to-date online map, to be maintained by Permittee, and available for viewing by the Town at all times. Link and password, if any, to be provided at time of permit.

- a. PTVs in the Bicycle Fleet and Scooter Fleet shall be parked on the sidewalk, or other hard surface, or a docking rack owned by the permittee, or at a public bicycle or scooter rack, or in a Town Park, or at another Town-owned location with prior written approval of the Town.
- b. PTVs in the Bicycle Fleet and Scooter Fleet shall be restricted to parking in accordance with the following:
 - b.i. Bicycles and Scooters can only be parked on hard surfaces (e.g. concrete, asphalt, brick).
 - b.ii. Bicycles and Scooters shall not be parked at the corners of sidewalks or within five (5) feet of crosswalks or curb ramps.
 - b.iii. PTVs parked on sidewalks must not reduce the minimum ADA clear sidewalk width of thirty-six (36) inches.

- b.iv. PTVs shall not be parked on blocks where the sidewalk is less than forty-eight (48) inches in width.
- b.v. PTVs may not be parked on blocks without sidewalks.
- b.vi. PTVs may not be parked on sidewalks in front of single-family or duplex homes.
- b.vii. The Town reserves the right to determine certain block faces where PTV parking is prohibited.
- b.viii. PTVs shall not be parked in any way blocking:
 - b.viii.1. Transit stops, shelters or platforms;
 - b.viii.2. Commercial loading zones;
 - b.viii.3. Rail Road tracks and crossings;
 - b.viii.4. Passenger loading zones or valet parking service areas;
 - b.viii.5. Disabled parking zone;
 - b.viii.6. Street furniture that requires pedestrian access (for example - benches, parking pay stations, etc.);
 - b.viii.7. Curb ramps;
 - b.viii.8. Entryways; and
 - b.viii.9. Driveways.
- b.ix. PTVs parked in residential areas that do not impede pedestrian travel will be allowed to remain in place for up to forty-eight (48) hours after they are parked. However, upon receiving any complaint or request for removal, Permittee shall respond in the time periods as outlined in Section Level of Service. The Permittee must meet the following Minimum Performance Standards. Additionally, Permittee shall provide reports monthly as described in Measurement Tools below to the Town in order to help the Town measure the success of the PTV Sharing Services program in serving its residents and visitors and improving the livability and mobility of Town of Addison residents and visitors..
- c. PTVs in Parks must be parked to allow sufficient width for accessible pedestrian travel.
- d. PTVs may be parked on private property only with the permission of the private property owner.
- e. PTVs shall stand upright when parked.
- f. With the advance approval of the Town, Permittee may indicate virtual PTV racks with paint or decals where appropriate to guide riders to these preferred, though not required, parking zones in order to assist with orderly parking of PTVs throughout the Town. The Town, at its own discretion, may choose to support bike sharing with the installation of additional PTV racks or designated PTV parking zones.
- g. Permittee may remove Home Zones at their discretion; however, Permittee shall remove Home Zones upon Town request.
- h. Permittee will actively manage the PTV Fleet to ensure orderly parking and the free and unobstructed use of the Right-of-Way and Parks. Any PTV that is parked improperly shall be re-parked in a correct manner or

shall be removed by Permittee within the timeframe as outlined in Section 15.

9. Communication with Town. Permittee shall provide the Town with a current contact name and phone number for staff that are capable of relocating, rebalancing, removing, and repairing their PTV Fleet. Permittee shall notify Town of any changes to contact information within 24-hours.

10. Customer Communication. Permittee shall:

- a. Educate users regarding laws applicable to riding and operating a PTV in the Town of Addison.
- b. Instruct customers on where parking is allowed and how to park a PTV legally and properly.
- c. Provide a mechanism for customers to easily and quickly notify the company that there is a safety or maintenance issue with the PTV, such as in the mobile application.
- d. Maintain a 24-hour customer service phone number for customers to report safety concerns or complaints, or ask questions.
- e. At the discretion of the Town, distribute a customer survey developed by the Town before the end of the pilot term.
- f. With direction and guidance from the Town, lead outreach efforts to business associations, major developers and property managers, community groups and other key stakeholders, to solicit input on the location of PTV Home Zones, program operations and program feedback.

11. Condition of Town of Addison Right-of-Way and Parks

- a. Town makes the Right-of-Way and Parks available to Permittee in an "AS IS" and "WITH ALL FAULTS" condition. Town makes no representations or warranties concerning the condition of the Right-of-Way and Parks or its suitability for use by Permittee or its customers, and assumes no duty to warn either Permittee or its customers concerning conditions that exist now or may arise in the future
- b. Town assumes no liability for loss or damage to Permittee's PTVs, Docking Stations or other property. Permittee agrees that Town is not responsible for providing security at any location where Permittee's PTVs are stored or located, and Permittee hereby waives any claim against Town in the event Permittee's PTV, Docking Stations or other property are lost or damaged.

12. Maintenance and Care of portion of Right-of-Way and Parks: Permittee expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Permittee's use of Right-of-Way, Parks and other Town Property. Should Permittee fail to repair, replace or otherwise

restore such real or personal property, Permittee expressly agrees to pay Town's costs in making such repairs, replacements or restorations.

13. Operations & Maintenance. Permittee shall be responsible to maintain the PTV Fleet. Permittee shall be solely responsible for all maintenance and service costs in order to maintain the PTV Fleet and associated maintenance to minimum level of service and reporting as outlined in Section 15.

- a. The Town will notify Permittee of any PTV that is found adversely affecting the Right-of-Way or Parks. Permittee shall be responsible to correct improperly parked PTVs within the timeframes outlined in Section 15.
- b. Any inoperable PTV, or any PTV that is not safe to operate shall be removed from the Right-of-Way within 24 hours after notice from the Town, and shall be repaired before the PTV is returned to revenue service.
- c. Permittee shall give the Town special rights access, via Permittee's app or other device, to immediately unlock and remove PTV blocking access to the Right-of-Way or Parks.
- d. Any PTV found and retrieved by the Town in a stream, lake, or other water body shall be deemed unsalvageable and may be immediately discarded.

14. Research. Permittee agrees that the Town may use a third-party researcher to evaluate the PTV Sharing Services program. Permittee will share data with the third-party researcher for purposes of evaluating or enforcing the requirements of this pilot program.

15. Level of Service. The Permittee must meet the following Minimum Performance Standards. Additionally, Permittee shall provide reports monthly as described in Measurement Tools below to the Town in order to help the Town measure the success of the PTV Sharing Services program in serving its residents and visitors and improving the livability and mobility of Town of Addison residents and visitors.

Minimum Performance Standard	Measurement Tools
<u>Customer Service:</u> The app will be operational 99.5% of the time (uptime).	Uptime reporting.
<u>Distribution & Usage:</u> Fleet will focus on serving people in the Town of Addison. No more than 3 PTVs deployed in a	Maps showing aggregate/heat map usage patterns.

Home Zone without consent of Town.	
<u>PTVs and Scooters in Service:</u> Number of PTVs shall be commiserate commensurate with expected level of service.	Daily uptime reports showing number of PTVs in service, broken out by vehicle type.
<u>Rebalancing:</u> General rebalancing shall occur no less than weekly. Upon request or complaint, PTVs will be relocated or rebalanced within two (2) hours of receiving notice, Monday-Friday from 8am-8pm, not including State and Federal holidays. At all other time, within 24 hours of receiving notice.	Log containing number of requests for rebalancing and response time.

16. Impoundment. If the Permittee fails to comply with the performance standards outlined in Section 15 or if the Permittee's property poses an eminent danger to the safe operation or free flow of traffic, the Town may remove and impound the Permittee's property. If a PTV is impounded, an impoundment fee shall be assessed against and collected from the Permittee as a condition for the redemption of such PTV in accordance with the following:

Number of Personal Transport Vehicles Impounded	Fee per Personal Transport Vehicle
1	\$25.00
2	\$50.00
3	\$75.00
4 or more	\$100.00

The Director of Infrastructure and Development Services shall have the authority and discretion to abate such impoundment fees upon showing of good cause. If after the expiration of fifteen (15) days of the Town mailing a notice of failure by the owner to redeem the PTV from impoundment, and such property is not redeemed by the owner or their agent, the Town may dispose of the property.

17. Special Events. For special events in the Town that require temporary changes to Home Zones or the removal of PTVs from the Right-of-Way or a Park, the

Permittee shall be responsible for any adjustment or removal of its PTV Fleet in accordance with the following:

- a. Two weeks prior to the event, Town staff will contact the Permittee alerting them to the upcoming event.
- b. Permittees must relocate or remove any PTV Fleet vehicles prior to a deadline established by Town staff and as requested by Town staff during an event.

18. Required Reports. Permittee shall cooperate with the Town in the collection and analysis of aggregated data concerning its operations. The Permittee will provide reports at the Town's request. Such reports will include, but not be limited to:

- a. Aggregated breakdown of customers using PTVs broken out by vehicle type in Town as to whether they are Addison residents or not.
- b. Number of reported collisions, and primary collision factor, if available.
- c. Within Town boundaries: the total number of trips taken per day, total number of trips by hour of the day, plus monthly and cumulative totals for each vehicle type.
- d. Origin and destination data.
- e. At least once during the pilot period, Permittee will conduct a survey of its users in the Town focused on age and will provide aggregated data to the Town. Age will be reported into these age groups: 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

19. Nonexclusive Permit. This Permit is nonexclusive and is subject to (i) any existing utility, drainage, or other facility located in, under, or upon the Right- of-Way or Park; (ii) to any existing permit, easement or other similar interest granted by Town to any individual, corporation or other entity, public or private; and (iii) to all other matters of record.

20. Superior Right. This Permit is subject and subordinate to the prior and continuing right of Town, its successors and assigns to use all of the public property for the public benefit. Town, for itself and other permitted users, reserves full rights, consistent with the rights herein granted.

21. Revocable. This Permit is revocable and may be terminated by either party for convenience upon thirty (30) days written notice.

22. Permit Fee. Permittee shall pay Town the sum of **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)** upon submission of application.

All permit payments shall reference this Bike and Scooter Share Permit on the check and shall be paid to Town at the following address:

Town of Addison, Texas
Attention: Infrastructure and Development Services Department
P. O. Box 9010
Addison, TX 75001-9010

23. Escrow Accounts. Upon submission of application, the Permittee must provide \$5,000.00 in cash per 1,000 PTVs (not prorated) that the Town will hold in escrow for the term of this Permit. In the event of default and termination as described in Section 27 below, the Town may use such funds to remove or dispose of the PTV Fleet or any part thereof or repair Town property that was damaged by the Permittee or its customers or invitees. At the conclusion of the term of this Permit, the Town will return such funds to Permittee or its designee within thirty days after the Town receives a written request for a refund from the Permittee.

24. Liability Insurance. During the permit term Permittee shall maintain a policy of general liability insurance at Permittee's expense insuring Permittee against liability assumed by Permittee hereunder and insuring Permittee and Town against liability arising out of or in any way incident to use or occupancy of Town property. Such policy or policies shall provide that the policy is primary and shall apply without regard to other policies separately carried. The initial amount of required insurance shall be at least \$1,000,000.00 Combined Single Limit for Personal Injury, Bodily Injury including death and Property Damage and shall be subject to period increases based upon inflation, recommendation of professional insurance advisors, and other relevant factors.

Town, its elected officials, officers, agents and employees must be named as an additional insured under all liability insurance policies required by this Permit. All policies shall be endorsed to provide a waiver of subrogation in favor of the Town. All policies shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, nonrenewal, material change, or reduction in coverage until ten (10) days prior written notice has been given to the City Manager of the Town of Addison." The insurance carrier must be authorized to do business in the State of Texas and the must be rated A- or better by AM Best rating. A certificate of insurance reflecting the required coverage shall be presented to Town prior to Town's approval and execution of this Permit. Subsequent certificates of insurance shall be provided to Town whenever Permittee renews, changes or amends their insurance policies or upon request by Town.

25. Indemnity. **Permittee shall defend, indemnify, protect and hold Town, its officers, directors, parents, subsidiaries, affiliates, agents, servants and**

employees harmless from and against any and all claims, expenses (including but not limited to attorney's fees), demands, judgments and causes of action of every kind and character, including but not limited to claims in contract, tort, including negligence, or strict liability arising in favor of any person (including but not limited to employees, servants, agents, customers or invitees of Permittee) or entity for personal injury, bodily injury, including death, or damage to property whether or not arising from the sole or concurrent negligence or fault of Town or employees or independent contractors directly responsible to Town arising out of, incident to, or in anyway connected with Permittee's exercise of rights herein granted or obligations pursuant thereto, including but not limited to separate operations being performed on Town property or any condition of Town property.

26. Compliance With Law. Permittee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Permittee's use thereof. Permittee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

27. Condition Upon Termination. Upon termination of this Permit due to default or convenience to the Permittee, Permittee shall immediately vacate the Right-of-Way and Parks, removing all improvements and personal property so as to return the Right-of-Way and Parks to the condition in which they existed on the date this Permit was executed. All personal property not removed at Town's request shall become Town's property at no cost or expense to Town. Upon termination of this Permit for default of or convenience to the Town, Permittee shall have fourteen calendar days to remove all improvements and personal property so as to return the Right-of-Way and Parks to the condition in which they existed on the date this Permit was executed. All person property not removed at the Town's request at the end of the fourteen-day period shall become Town's property at no cost or expense to Town.

28. Assignment and Subletting. This Permit is personal to Permittee and may not be sold, transferred, assigned or sublet without prior written approval by an authorized representative of Town.

29. Notices. All written notices required under this Permit must be hand delivered or sent by certified mail, return receipt requested, and addressed to the proper party at the following addresses:

TOWN

Town of Addison, Texas
Attention: City Manager
P. O. Box 9010

Addison, TX 75001-9010

with copy to:

Town of Addison, Texas
Attention: Director of Infrastructure and Development Services
P. O. Box 9010
Addison, TX 75001-9010

PERMITTEE

Each party may change the address to which notices are to be sent by giving the other party notice, within ten (10) days, of the new address in the manner provided by this paragraph.

30. Default. It is understood and agreed that, in case of default by Permittee in any of the terms and conditions herein stated and such default continues for a period of ten (10) calendar days after Town notifies Permittee of such default, Town may, at its election, terminate this Permit and upon such termination all rights of the Permittee hereunder shall cease and come to an end. If such termination results from Permittee's default there shall be no prorated refund to Permittee of the permit fee for the then current term; however, in the event that termination of this Permit is for the convenience, Town shall refund to Permittee the prorated portion of the permit fee for the then current term. If Permittee files for bankruptcy it shall be a default under this Permit, Town may waive this default in writing at its discretion.

31. Prior Agreements. This Permit constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Permit.

32. Texas Law. This Permit shall be construed under, and in accordance with, the laws of the State of Texas. Venue shall lie in Dallas County, Texas.

33. Amendment. No amendment, modification, or alteration of the terms of this Permit shall be binding unless it is in writing, dated subsequent to this Permit, and duly executed by the parties to this Permit.

34. Authority to Sign. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Permit on behalf of the parties hereto.

EXECUTED as of the _____ day of _____, 2019.

TOWN

TOWN OF ADDISON, TEXAS
a home-rule municipal corporation

By: _____
Wesley Pierson
City Manager

PERMITTEE

a _____ Corporation

By: _____
Name
Title

Work Session and Regular Meeting

13.

Meeting Date: 03/26/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management
Excellence in Transportation Systems
Gold Standard in Public Safety

Milestones: All roads in an acceptable condition and well maintained

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Authorizing the City Manager to Execute Easement and Property Acquisition Documents Necessary to Construct Public Improvements Associated with the Midway Road Reconstruction Project.**

BACKGROUND:

In 2012, Addison voters approved \$16 million in General Obligation bonds for the revitalization of Midway Road from Spring Valley Road to Keller Springs Road. In April 2018, Council authorized staff to proceed with including the newly adopted Master Transportation Plan that includes wider medians and an off-street trail. The project will require the acquisition of parcels of property along the roadway that consist, for the most part, of areas to expand the current right-of-way to accommodate the wider sidewalks associated with the project. The right-of-way acquisition process will begin in early May.

The land acquisition process will consist of the following:

- Introduction letters and Property Owner Meeting that is scheduled on April 10, 2019
- Right-of-way survey
- Appraisals
- Negotiations
- Acceptance
- Condemnation (if necessary)

Staff is requesting that the Council authorize the City Manager to sign the purchase documents for properties where the project will require additional right-of-way.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Midway Project Easement and Property Acquisition

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE EASEMENT AND PROPERTY ACQUISITION DOCUMENTS NECESSARY TO CONSTRUCT PUBLIC IMPROVEMENTS ASSOCIATED WITH THE MIDWAY ROAD PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) desires to improve Midway Road by, among other things, causing the reconstruction of the roadway including the installation of utilities, enhancing the streetscape, and making the public sidewalks more pedestrian friendly (the “Project”), and the process to do so has been initiated and is underway; and

WHEREAS, while most of the reconstruction activities will occur within existing right-of-way, a portion of the streetscape enhancements, public sidewalk improvements, and other public improvements will occur outside of the Midway Road right-of-way and will require the City to obtain from the owner of real property that abuts or lies adjacent to Midway Road the right to use a portion of that property for one or more public uses; and

WHEREAS, the acquisition of any such portions may require, in some instances, the expenditure of public funds, the amount of which may be determined by a written appraisal prepared in accordance with law, and if any such acquisition is mutually agreeable to the property owner and the City, the City Council desire to authorize the City Manager to expend the public funds necessary to complete such acquisition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The City Manager is authorized to acquire easements and other real property interests necessary to allow completion of the Project on terms which the City Manager determines, in his discretion, are advantageous to the Town, which agreements may include the payment by the City for the portion acquired and amounts related thereto. The City Manager is hereby authorized to execute, on behalf of the City, such instruments as may be necessary or required to document and to consummate the agreement and to cause the expenditure of City funds for such acquisition and related costs.

Section 2. The above and foregoing recitals are true and correct and are incorporated into and made a part of this Resolution.

Section 3. This Resolution shall take effect from and after its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 26th day of March, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

14.

Meeting Date: 03/26/2019

Department: City Manager

Pillars: Excellence in Transportation Systems

AGENDA CAPTION:

Present and Discuss an **Update on the Design of the Midway Road Reconstruction Project.**

BACKGROUND:

In 2012, Addison voters approved \$16,000,000 in General Obligation bonds for the reconstruction of Midway Road. The design of the reconstruction is 60% complete and 90% design is expected in early April 2019. Staff will provide Council an update on the design that will include updated project scope and cost estimates, project schedule, communications plan, and anticipated land acquisition activities.

The presentation is attached.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - Midway Road Reconstruction Project Update

Midway Road Reconstruction Design Update

March 26, 2019

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic element on the right side of the slide, which includes a white circle and a blue circle, creating a stylized "A" shape. The entire graphic is set against a white background with a blue diagonal stripe running from the top right to the bottom left.

ADDISON

Agenda

A blue circular logo with the word "ADDISON" in white, uppercase letters.

- Project Scope and Budget
- Timeline and Schedule
- Communication Plan
- Land Acquisition

2018 Project Scope Elements

- Concrete road reconstruction
 - Keller Springs Road to Spring Valley Road
 - Utility replacement (water, sewer, storm)
 - 2012 bond proposition scope did not include utility relocations
- Master Transportation Plan – Additional scope added in April 2018
 - Right-of-way acquisition
 - 10' trail
 - Widened medians
 - New landscaping

Cost Estimates

- \$16M Approved for Midway Road in 2012 Bond
- \$3M issued for design and project management
 - Expenditures authorized: project management, design and survey - \$2,566,385
 - Additional geotechnical analysis - \$46,985
 - Design change order - \$678,500
- Bond amount remaining:
 - \$1,600,000 spent to date
- 60% Design completed
 - Total project cost estimated to be \$39.3 million
- In November 2018, Council directed the City Manager to proceed with the issuance of Certificates of Obligation in the amount of \$25 million to construct the project

Cost Estimate Breakdown

A blue circular logo with the word "ADDISON" in white, uppercase letters.

Project Phase	Amount
CONSTRUCTION	\$32,650,000
DESIGN	\$2,677,359
PROGRAM MANAGEMENT	\$543,816
MATERIALS TESTING	\$400,000
CONSTRUCTION MANAGEMENT	\$3,000,000
TOTAL COST ESTIMATE (ROUNDED)	\$39,300,000

- Reviewed 60% civil plans in December 2018
- Reviewed plans with the addition of Master Transportation Plan elements in early February 2019
- Met with DART on March 14, 2019 to discuss potential options for construction of the roadway and its coordination with the DART's Cotton Belt construction
- Expect 90% civil plans in April 2019
- Kick-off land acquisition activities in April 2019
- Complete 100% design in August 2019
- Begin procurement process in Fall 2019

Communication Plan

- 3 major communication groups
 - Residents
 - Businesses
 - Traveling Public
- Method and message may vary depending on the group
- Utilize multiple communication tools
 - Social Media
 - Website
 - Public/Business Owner meetings
 - Town Newsletter
 - Postcards
 - Flyers at Athletic Club and other Town facilities
 - Emergency communication texting
- First business owner meeting scheduled for April 10, 2019

Land Acquisition

- Total number of parcels within project limits 61
- Total number of parcels that will require additional right of way 27
- Land Acquisition Process
 - Introduction and survey letters – week of March 25th
 - Initial Business Owners meeting
 - April 10th
 - Appraisals
 - Negotiations
 - Acceptance
 - Condemnation proceedings (if necessary)
 - Council will be asked to approve final settlements and authorize the City Manager to approve and sign land purchases

Work Session and Regular Meeting

15.

Meeting Date: 03/26/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action to **Reject the Proposal Received in Response to Request for Proposal #19-16 for Debris Monitoring Services for the Cities of Addison, Carrollton, Coppell, and Farmers Branch.**

BACKGROUND:

In January 2017, Carrollton's Emergency Management Coordinator asked the Town to participate in the solicitation of proposals for Debris Monitoring Services. Addison took the lead in developing and issuing the RFP.

The Town of Addison issued RFP 19-16 to solicit Debris Monitoring Contract Services on behalf of the four cities on October 19, 2018. This contract would only be activated in the aftermath of a large-scale debris producing disaster, such as a tornado. The bids were due on November 8, 2018 and only one bid was received. The sole bidder was DebrisTech, LLC, based in Picayune, Mississippi. The staff of the four municipalities are in agreement that this bid should be rejected based on having received only one bid. Staff does wish to note that DebrisTech is encouraged to re-submit once the RFP is re-issued.

The bid was placed on BidSync on October 19th, just 9 days following Hurricane Michael's landfall in Florida and its continuation across the southeastern portion of the United States. Because of the widespread damage, a number of potential bidders indicated they were too preoccupied to respond to the bid before it closed. Staff has developed a list of potential respondents that will be contacted to make sure they are aware that the bid request has been re-posted.

The Request for Proposal will be reissued no later than the first week of April 2019.

RECOMMENDATION:

Administration recommends rejection of the proposal.

Attachments

RFP - Debris Monitoring

Vendor Name:

Metrocrest Quad
Cities

RFP NO.

**REQUEST FOR
PROPOSALS FOR
DISASTER DEBRIS MONITORING
AND CONSULTING SERVICES**

PROPOSALS DUE:

2:00 P.M. LOCAL TIME

TABLE OF CONTENTS

PRE-PROPOSAL CONFERENCE	5
OPENING DATE, TIME, PROCEDURES, CONTACTS.....	6
GENERAL CONDITIONS.	6
SPECIAL CONDITIONS OF THE CONTRACT.....	10
I. PROJECT DESCRIPTION.....	14
II. STATEMENT OF WORK	17
III. RFP RESPONSE REQUIREMENTS	22
IV. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.....	16
V. PROJECT REQUIREMENTS.....	23
VI. EVALUATION OF RESPONSES	31
VII. PRELIMINARY SPECIFICATIONS.....	32
RESPONSE FORMS AND QUESTIONNAIRE	
FORM FOR DISADVANTAGED BUSINESS ENTERPRISES	50
VENDOR REFERENCES	51
SIGNATURE FORM	53
CERTIFICATION OF ELIGIBILITY.....	57
DEFICIENCIES AND DEVIATIONS FORM.....	58
SAFETY RECORD QUESTIONNAIRE	59
ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD.....	63
PROPOSAL PRICE FORM.....	64
INDEMNIFICATION FORM.....	76
INFORMATION AND INSTRUCTION FORM.....	78
SAMPLE CONTRACT FOR SERVICES	66

This Table of Contents is intended as an aid to vendors and not as a comprehensive listing of the proposal package. Vendors are responsible for reading the entire proposal package and complying with all specifications.

PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this solicitation.

The Municipalities of Addison, Carrollton, Coppell and Farmers Branch, also known collectively as Metrocrest Quad Cities (MQC) is soliciting qualification packages for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES.

ONE ORIGINAL, THREE (3)
COPIES AND ONE (1) USB
VERSION COMPLETED PROPOSALS
MUST BE RECEIVED IN
THE ADDISON
PURCHASING DEPARTMENT
AT 5350 BELT LINE ROAD
DALLAS, TEXAS 75254
ON OR BEFORE
2:00 P.M. LOCAL TIME

All proposals, including a "NO BID", are due in the Addison Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the RFP Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and hour set for RFP opening will not be accepted. Respondent will be notified and will advise Addison Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent. If proposals are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the proposal package to the Purchasing Department before the date and hour set for RFP opening. If mail is delayed either in the postal service or in the internal mail system of Addison beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, proposals become the property of MQC and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of all four participating City Council's (Addison, Carrollton, Coppell, and Farmers Branch).

MQC is exempt from Federal Excise and State Sales Tax. The MQC is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation by MQC officials or employees in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Respondents for additional information or interpretation of the information included in the specifications and all questions should be asked through

www.Bidsync.com.

All documents relating to this RFP including but not limited to, the RFP document, questions and their answers, addenda and special notices will be posted under the RFP number on the www.Bidsync.com website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to RFP award. It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.

The deadline for receipt of all questions is, 12:00 P.M. local time. After the question deadline, all questions and their answers will be posted on the website and available for download by interested parties after the deadline for questions.

Proposal Response Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of proposal. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.

This RFP is issued in compliance with the Texas Local Government Code, Section 252.043. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

It is the Respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and submit all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." MQC will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.049.

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. The cities who compose MQC are entities subject to this Act. Therefore, please be advised

that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the MQC receives a request for a copy of the RFP. The MQC will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but MQC cannot and will not make an agreement to withhold information from the public contrary to the MQC's responsibilities under the Act.

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless MQC from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on MQC premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the MQC. The MQC shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days' notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, MQC reserves the right to waive any irregularities and to make award in the best interest of the MQC.

MQC reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of the MQC. Proposals and Vendors may be rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals.
2. Proposals containing any irregularities.
3. Unbalanced value of any items.
4. Reason for believing collusion exists among the Vendors.
5. Reasonable grounds for believing that any Vendor is interested in more

- than one proposal for the work contemplated.
6. The Vendor being interested in any litigation against the MQC.
 7. The Vendor being in arrears on any existing contract or having defaulted on a previous contract.
 8. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 9. Uncompleted work which in the judgment of the MQC will prevent or hinder the prompt completion of additional work, if awarded.
 10. Respondents shall not owe delinquent property tax in MQC.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the Respondent. MQC and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Respondent may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

The Metroquest Quad Cities (MQC), its contractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the MQC or the municipalities making up the MQC, shall support, encourage and implement affirmative steps towards a common goal of establishing equal opportunity for all citizens and businesses of the MQC affected areas.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. Contract Terms:** Successful Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Addison Purchasing. At MQC's option and approval by the vendor, the contract may be renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
- 2. Renewal Options:** MQC reserves the right to exercise an option to renew the contract of the vendor for four (4) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the MQC exercises the right in writing, the vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the vendor in complete form within the time specified, the MQC will rescind its option and seek a new solicitation.
- 3. Minimum Insurance Requirements:**

The MQC will accept the Insurance Requirement Affidavit in lieu of Certificates of Insurance until a notice to proceed is issued to the contractor.

 - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by MQC.
 - 1) Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury — \$1,000,000 per occurrence
 - b. Property Damage — \$1,000,000 per occurrence
 - 2) Professional Liability appropriate for performance of position — \$1,000,000 per occurrence
 - B. The MQC reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and

prudent by the MQC based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C. Required Provisions:

- 1) Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with each of the MQC Purchasing Departments.
- 2) All certificates shall provide MQC with an unconditional thirty days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, certificates shall name MQC and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the certificates of insurance shall reference the project name and RFP number for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against MQC, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies MQC with the proper documents verifying the coverage.

4. **BOND REQUIREMENTS**

The MQC will accept the Bond Requirement Affidavit in lieu of bonds until a notice to proceed is issued to the contractor.

The MQC will require the contractor, within five (5) business days after beginning the work, to execute bonds with the MQC. Upon notice to proceed, the successful bidder shall provide as noted below. Any deviation must be approved in writing from a qualified MQC representative.

A. **Bid Bond**

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT.

B. **Power of Attorney**

Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.

C. **Payment Bond and Performance Bond shall be as follows:**

For a contract in excess of \$100,000, a Performance Bond shall be

executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of MQC.

For a contract in excess of \$50,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost for Bond premiums must be included in the Proposed Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. Criminal Background Check:

Certain contracts may require vendors to enter sensitive security areas. These include, but are not limited to, MQC Police Departments, MQC Courts, MQC Attorney's Offices, MQC Information Technology, etc.

If a particular contract requires your personnel to enter such a location the following could apply.

- A. The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on MQC property.
- B. Vendor personnel who perform work on MQC property must submit to and pass appropriate Police Department Criminal Background Check. That status must be maintained by all vendor personnel entering MQC buildings for the duration of the contract.
- C. Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The MQC reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- D. Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

Note: The Criminal Background Check applies to the individual and not the Company.

I. PROJECT DESCRIPTION

A. PURPOSE

1. This Request for Proposals (RFP) invites Responses from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services, in the Dallas-Fort Worth Area in Texas, immediately after a natural or man-made disaster. The Consultant must have the resources necessary to service all of the areas of Addison, Carrollton, Coppell, and Farmers Branch (MQC) simultaneously along with any other contractual obligations the Consultant may have if required. The objective of the **RFP** and subsequent contracting activity is to secure the services of a capable and experienced Contractor who is efficient with monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The MQC intends to enter into a pre-positioned contract with one (1) Primary Contractor who may utilize both local and non-local resources to provide services in the event of activation by the MQC following a natural or man-made disaster. The Contractor will be expected to have an initial management team mobilized to MQC within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the MQC area within 48 hours of receipt of the Notice to Proceed. The MQC reserves the right to enter into contracts with more than one Prime Contractor in the event that no one firm can provide all of the necessary services.
2. The period of the contract will be for a term of one (1) to five (5) years (the actual term will be determined on the basis of the MQC's overall disaster recovery program development) with an annual recertification and price adjustment.
3. The project is referred to as the Disaster Debris Monitoring Contract in the following sections of this RFP.

B. PROJECT SUMMARY

1. Introduction

- a. The Metrocrest Quad Cities are composed of Addison, Carrollton, Coppell, and Farmers Branch municipalities. As of the 2010 US Census, MQC covers approximately 68 square miles and has a combined population of approximately 214,113 people. Surrounding MQC areas have experienced numerous major storms and flooding events in past years that generated very large volumes of debris and waste and prompted extensive pre-planning for recovery activities.
- b. The Disaster Debris Monitoring Contract will encompass

unincorporated areas of MQC. MQC's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-ways throughout the MQC using MQC owned and Contractor forces.

- c. The MQC has identified the need for one or more Consultant(s) to assist MQC forces in completing debris management operations throughout the MQC. Primary Contractors will be selected for Debris Removal and Debris Hauling. For the purpose of Debris Monitoring, the Consultant(s) must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial MQC payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Consultant must also have:
 - 1) an established management team;
 - 2) an established network of resources to provide the necessary equipment and personnel;
 - 3) comprehensive workforce management, operations, and safety plans; and
 - 4) demonstrable experience in major disaster recovery cleanup projects.

Although a single Consultant is preferred, the MQC may at its sole discretion award multiple contracts if no single Contractor is capable of providing all of the necessary services.

- d. The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The MQC anticipates a certain level of initial work to establish the procedures for integrating the work into the MQC's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The MQC anticipates that the bulk of the services to be provided, especially monitoring of debris/waste removal operations, will be provided on an incident specific basis with anticipated costs identified by a joint MQC/Contractor team as part of the initial program planning. In addition,

the Prime Contractor(s) selected for the project will be required to participate in certain MQC-directed disaster recovery training and/or exercises at no additional cost to the MQC.

2. Planning Standard for Disaster Debris Monitoring and Consulting Services

The MQC has selected a catastrophic tornado that impacts the entire MQC causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 5.0 million cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume, and probably will be considerably less. The MQC's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the MQC will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the MQC simultaneously immediately after a storm.

3. Disaster Debris Monitoring Requirements

Planning for post-disaster cleanup operations is a function of the MQC's Emergency Management Offices and respective Fire and Infrastructure Departments. The debris management operations will be carried out under the cognizance of these various departments. The MQC will also solicit for pre-contracted debris removal operations for all of MQC. That contractor will also be responsible, under certain conditions, for removal of hazardous, and toxic waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for:

- a. Clearing roadways;
- b. Removing debris and certain waste from roadways, public right-of- ways, and public property;
- c. Operating Temporary Debris Management Sites; and
- d. Volumetric reduction of debris, and ultimate disposal of the debris and waste.

The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to

their properties and bring materials to the right-of-ways as recovery progresses. The MQC will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the MQC's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. The MQC will pre-designate approximately 10 Temporary Debris Management Sites (TDMS) for the sole purpose of the temporary staging and reduction of disaster generating debris. The MQC will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Prime Contractor will be expected to provide debris monitoring services at each TDMS and landfill as well as in the field during clearing, loading and hauling operations. The Prime Contractor will be responsible for monitoring all of the Debris Removal/Hauling activities during the course of the recovery and cleanup period.

4. Contract Activation

The Prime Contractor(s) holding the Disaster Debris Monitoring Contract will serve as a general Contractor for the purpose of the specified services, and will be able to use his/her own Subcontractor resources to meet the obligations of the contract. The Contractor(s) will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, MQC will contact the firm(s) holding the Disaster Debris Monitoring Contract(s) to advise them of the MQC's intent to activate the contract. Within five (5) business days of receiving the Notice to Proceed, the Consultant shall provide and execute the required Performance and Payment Bonds and must have a management team in place in MQC to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work. Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

II. STATEMENT OF WORK

The following General Statement of Work is envisioned for the project and should be considered when responding to the RFP. Nothing in this description shall be construed to limiting the potential scope of work to this description or to requiring that this description be included in the final scope of work for the project. Nothing in the following General Statement of Work should be construed as limiting the types of work that a potential Consultant may address in a response to this Request for Proposals. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the MQC's debris management goals.

A. GENERAL STATEMENT OF WORK - MONITORING

1. The Consultant shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact the MQC. Specifically, the Consultant will be responsible for monitoring debris and waste removal and disposal operations performed by the MQC's Debris Removal and Hauling operations relative to:
 - MQC streets, roads and right-of-ways;
 - Public property and facilities;
 - Any other public site as may be directed by the MQC's previously listed departments; and
 - Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the MQC.
2. The Consultant may also be responsible for monitoring debris and waste removal and disposal operations performed by the MQC's Debris Removal and Hauling operations relative to streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the MQC, unless otherwise directed by the MQC's Debris Coordinators. Each one of the four participating cities will have a Debris Coordinators who will maintain oversight over their specific jurisdiction.
3. Services shall be performed on an "as needed basis" when directed by the MQC Debris Coordinators.
4. The MQC Debris Coordinators will provide guidance and direction on priorities and specific needs for the monitoring operations. The Consultant, in concert with the Debris Coordinators, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the MQC. The Consultant shall then

provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Consultant will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the MQC for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Consultant must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the MQC staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Consultant shall present to selected staff from the various cities for review and discussion of a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster generated debris and wastes. The Consultant shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the MQC to begin work.

4. When identifying resources to be made available under this contract, the Consultant must use a planning standard approach. Specifically, the Consultant shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDMS operations, etc.) that will be deployed by the Debris Management contractor. The Consultant must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Consultant/Sub-consultant(s) and a general equipment/personnel inventory will suffice. The Consultant will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operation forces. Such coordination shall be effected through communications with the respective MQC departments, their authorized representatives, or other MQC or municipal personnel when so authorized by the MQC. To the extent authorized by the MQC Debris Coordinators, the Consultant shall coordinate monitoring operations directly with the Debris

Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Consultant shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the MQC Debris Coordinators, upon issuance of the authorization to proceed. The Consultant shall be prepared to advise the MQC Debris Coordinators and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

III. RFP RESPONSE REQUIREMENTS

Consultants interested in providing Disaster Debris Monitoring and Consulting services must submit one (1) original, three (3) copies and one (1) USB version of their response to this RFP in the following format, utilizing numbered tabs for each of the sections.

A. LETTER OF TRANSMITTAL AND AFFIDAVIT

Each proposal must be accompanied by a Letter of Transmittal signed by an authorized representative of the Respondent. The letter must:

1. Identify the project by name as "Disaster Debris Monitoring and Consulting Services" and RFP Number.
2. Include the following information:
 - a. Name of firm or individual.
 - b. Permanent main office address, telephone number and fax number.
 - c. When organized.
 - d. If it is a disadvantaged business enterprise, the nature of that classification.
 - e. If a corporation, where incorporated.
 - f. How many years the firm has been engaged in business under the present name.
 - g. General types of work performed by the firm.
 - h. Contracts currently on hand or in effect.
 - i. The following questions and the firm's answers:
 - 1) Have you ever failed to complete any work awarded to you? If so, explain.
 - 2) Have you ever defaulted on a contract? If so, explain.
 - 3) Will you, upon request provide a detailed financial statement or any other information required by MQC?
 - 4) Will you submit updated resumes for all key

- personnel who might be assigned to this project if you are selected for the work?
- 5) Will you, upon request, furnish documentation to support the information in your response to the RFP?
 3. Provide a synopsis of the Consultant's depth of knowledge of the project's scope and special requirements as the Consultant perceives them.
 4. Be signed by an individual, identified by name and title, authorized to represent the Respondent in this matter.
 5. Identify the names, titles, telephone, and fax numbers of individuals who are available to be contacted by staff concerning the submittal and for additional information.

IV. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.

Provide evidence and statements of compliance/intent in the form of written documentation that the Consultant is capable of entering into a contract with the MQC by satisfying the Mandatory Qualification and Contracting Requirements that follow:

A. QUALIFICATION REQUIREMENTS:

1. Consultant must have specific experience providing the specified services following a natural or manmade disaster. Provide a statement of compliance.
2. Consultant must not have been prohibited from doing business with any governmental entity for any reason within the last 10 years. Provide a statement of compliance.
3. Consultant must not be operating under Chapter 11 or any other financial restraints that would preclude his ability to enter into equipment leasing or rental arrangements. Provide a statement of compliance.

B. CONTRACTING REQUIREMENTS:

1. Successful Consultant must, upon award of a contract, secure Performance and Payment Bonds or Bond Requirement Affidavits. See Bond Requirements in Special Conditions.
2. Successful Consultant must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations. Provide a statement of intent.
3. Successful Consultant must not assign, sublet, or transfer its interest or obligations of this project. Provide a statement of intent.

C. INSURANCE REQUIREMENTS:

1. Consultant must provide Insurance Requirement Affidavit or

proof of insurance to demonstrate compliance with the MQC's requirements specified in this package. See Insurance Requirements in Special Conditions.

2. Successful Consultant must not begin any work under the contract until he/she has obtained all required insurance and provided the MQC Contract Administrator with the related certificates and endorsements. Nor shall the Consultant allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been so obtained. The Consultant may provide insurance coverage for all his Subcontractors, at Consultant's cost. However, all Subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Consultant must provide the insurance listed below and document required coverage with certificates of insurance.

D. USE OF SUBCONTRACTORS.

1. Successful Consultant may use Subcontractors for this project. Consultant must list Subcontractors proposed for this project and their respective duties.
2. No Subcontractor may provide services unless the MQC consents. The Consultant shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Consultant shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Consultant agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the MQC as are specified in the MQC's contract with the Consultant, unless Consultant provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Consultant and made available for the Addison Contract Administrator review upon request. Provide statement of compliance.

1. PROJECT REQUIREMENTS.

Provide detailed information on Consultant's ability to satisfy the project requirements.

A. EXPERIENCE:

1. Describe Consultant's overall experience performing large-scale debris removal monitoring and work similar to this project.
2. Describe Consultant's experience during the last 5 years performing large-scale projects or other work similar to this

project. The Consultant must identify similar projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes.

3. Describe Consultant's most recent experience in mobilizing large workforces under routine and emergency conditions.
4. If the Consultant intends to use Subcontractors to assist in the work, the Consultant shall also identify similar work successfully completed by the Subcontractors.
5. Document Consultant's ability to provide appropriate training for personnel that will be employed for work under this project.

B. GENERAL PROJECT REQUIREMENTS

Responses must acknowledge these basic requirements and base responses to this RFP on these general specifications.

1. MQC intends to engage a Consultant to assist the MQC with monitoring the work of the Debris Removal and Hauling Contractor in the field, at Temporary Debris Management Sites (TDMS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Removal and Hauling contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDMS; and, at disposal sites. Monitors will be assigned to debris loading areas, TDMS, and disposal sites. In addition, roving monitors will be assigned to help verify that the MQC's debris management plan and contracts are effectively and efficiently executed.
2. MQC will assign a team of Debris Coordinators (DC) and will establish a Contract Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Coordinators will be the primary points of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the MQC's Debris Coordinators and also assist MQC staff at the Contract Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:
 - a. Development of a Monitoring Plan.
 - b. Truck and trailer measurement, certification, marking and tracking.

- c. Equipment registry and tracking.
- d. Debris/waste management workforce registry and tracking.
- e. Field monitoring.
- f. Debris management tracking.
- g. Trip ticket management.
- h. Data administration.
- i. Invoice reconciliation.
- j. QA/QC program management.
- k. Complaint resolution.
- l. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations.
- m. All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
- n. Site Safety Plan preparation and maintenance.
- o. Compliance with all applicable Federal, State and local rules relative to monitoring operations.
- p. Preparation of documentation to support Federal cost reimbursement processes.
- q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the MQC Debris Coordinators.

C. PRELIMINARY SPECIFICATIONS

- 1. Preliminary Specifications for debris monitoring operations have been developed for this project are included in this RFP, Section VII. The MQC intends to use these Preliminary Specifications as the basis for negotiating a contract for consultant services for this project.
- 2. The Preliminary Specifications are provided for information only. Respondents are not required to address the Preliminary Specifications in their proposal but may do so at their option in the appropriate sections of their proposal.

D. PROJECT APPROACH:

- 1. Provide a synopsis of the Consultant's depth of knowledge of the project's scope and special requirements as the Consultant perceives them.
- 2. Provide a general description of how the Consultant intends to approach the work. That description must include a statement of

the requirements as the Consultant perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the MQC must fully be explained.

3. Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.
4. Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

E. WORKFORCE INFORMATION

1. Consultant(s) are encouraged to review MQC's pre-positioned Debris/Removal and Hauling RFP to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
2. Responses must acknowledge these workforce planning standards and must demonstrate the Respondent's ability to satisfy these requirements:
 - a. Within 24 hours of notification, the Consultant shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including as a minimum, forces necessary to:
 - 1) Establish and staff a monitoring workforce management center in the vicinity of a MQC government office designated by the MQC at the time of notification.
 - 2) Implement a debris/waste contractor equipment and workforce registration and tracking program.
 - b. Within 48 hours of notification, the Consultant shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum, forces necessary to:
 - 1) Monitor a minimum of 8-10 debris loading sites per impacted jurisdiction.
 - 2) Monitor operations at Temporary Debris Management Sites (TDMS).
 - 3) Monitor dumping operations at disposal sites.
 - 4) Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material, and other disaster-related waste removal.
 - c. All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Consultant will be

required to increase its staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operation teams deployed by the debris contractors. At the discretion of the Debris Coordinators, the Consultant may be required to replace any debris monitor for cause. As part of this proposal, the Consultant must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet MQC needs.

- d. The Consultant shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.
 - e. The Consultant shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other key personnel who in turn are in direct contact with the Contract Management Center. The Contractor shall also provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for supporting the Contractor's operations and resolving conflicts within the scope of or in any way associated with those operations.
 - f. The Consultant shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support the Contractor's workforce.
 - g. Upon activation of the contract, the Consultant shall immediately contact the MQC's Debris Coordinators to coordinate workforce assignments. It is anticipated that the MQC's debris management Consultant will establish debris management zones within the MQC and the Contractor will be expected to assign monitors in a manner consistent with the debris removal operations.
3. Respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:
- a. Summary of the Respondent's personnel that will be dedicated to the project, including:

- 1) The number of management employees that will be assigned to the contract, their job titles, and responsibilities.
 - 2) The names of and resumes for all members of the Project Management Team.
 - 3) The name of the Respondent's claims representative.
- b. List of the Subcontractors with whom the Respondent has agreements for post-disaster support.

F. CAPABILITY, CAPACITY, AND AVAILABILITY.

1. Describe how Consultant intends to maintain its capability, capacity, and availability of forces to respond if activated by the MQC following a natural hazard or man-made disaster. Knowing that the Consultant may have similar contracts in other geographic areas, describe how Consultant will satisfy all contractual obligations for MQC simultaneously with other obligations.
 - Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.
 - Identify the engineering and technical staffs who will be working on each project and include responsibility (project engineer, consultant, etc.) and designation of primary contact for MQC staff.
2. Describe how Consultant intends to complete the project in the timeframe desired by the MQC. Comment on how Consultant's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.
3. What contracts Consultant has in North Central Texas and resources that can be mobilized from other areas for support.

G. DESCRIPTION OF MONITORING SERVICES

1. Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the General Statement of Work described in Section II of this RFP. In addition, the Respondent may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the MQC's stated goals with respect to debris management operations following a disaster.
2. The description of services must, at a minimum, include the following:

- a. A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the debris removal hauling contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the MQC's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:
 - 1) Scope and sequence of monitoring operations to be performed
 - 2) Manner in which volumes of debris/waste will be estimated in the field, at TDMS locations, and at landfills or disposal sites
 - 3) Methodology for monitoring the collection, tracking, and disposal of disaster related materials
 - 4) Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed
 - 5) Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and to ensure that all project requirements are satisfied
 - 6) Furnishing and operating an automated/electronic (paperless) debris tracking system.
- b. A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
 - 1) Debris removal and hauling contractor workforce and equipment registration and tracking
 - 2) Equipment identification in the field
 - 3) Truck certification, registration, and marking
 - 4) Debris Removal and Hauling Contractor workforce tracking
 - 5) Document management and controls, including Load Tickets and reports
 - 6) Data collection
 - 7) Data assimilation/integration
 - 8) Employment of GIS mapping, use of GPS, and other means of documenting
 - 9) Communications with Debris Removal and Hauling Contractor workforce
 - 10) Assembling the data necessary to prepare the Status

- Reports described below
- 11) Database management
 - 12) Quality Assurance (QA) for Loading Site Monitors
 - 13) QA for TDMS Operations Monitors
 - 14) QA for Landfill Operations Monitors
 - 15) Complaint tracking and resolution
 - 16) Monitoring workforce health and safety training and compliance monitoring
- c. A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including:
- 1) Morning summaries from the Debris Removal and Hauling Contractor addressing:
 - Number of crews, types, and quantities of equipment to be deployed that day
 - Areas where crews and equipment will be assigned
 - Status of TDMS operations, including volumetric reduction methods to be employed
 - Changes in operational status or problems encountered since the previous report
 - Numbers of monitoring crews to be dispatched and locations where crews will be assigned
 - 2) Evening summaries addressing:
 - Overall status of Debris removal operations
 - Number of crews and types and quantities of equipment employed that day
 - Issues or problems affecting field operations
 - Complaint referrals
 - Damage referrals or updates
 - Monitoring issues
 - TDMS issues
 - Overall status of geographic area
 - Numbers of monitoring crews deployed and locations where crews were assigned
 - 3) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
 - Contractor
 - Other forces
 - TDMS
 - Community drop off site
 - Disposal site

- Locations where debris/waste was collected (or 100% cleared)
 - GIS based maps that indicate the overall status of debris/waste removal operations
- 4) Daily reconciliation of Debris Removal and Hauling Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
- Review invoice and backup with Debris Removal and Hauling Contractor
 - Reconcile invoice with database records
 - Provide reviewed and approved invoice to Addison Purchasing Department for payment

H. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, *Recent advances in automated debris management tracking systems have provided real time and automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.*

Respondent must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the MQC. If Respondent is licensing such technology, Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Respondent's use in the event of a disaster and that such devices will be made available for the MQC's recovery efforts. Respondent shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Respondent shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Respondent's inability to provide an **automated system** in a timely manner shall be grounds for default and the calling of performance bond.

I. EXCEPTIONS TO RFP REQUIREMENTS

Respondents must fully explain any exceptions taken to the requirements of this RFP, including why any of the specified information was not included or why such information should not be considered in selecting a Consultant for the project.

J. ADDITIONAL INFORMATION

1. Respondents may provide relevant information in addition to the

material and information specified in this RFP, to the extent that such information bears directly on the subject of this RFP.

- 2. Respondents will include information on pricing or cost estimates for services addressed in their responses to this RFP.

2. **EVALUATION OF RESPONSES**

A. **EVALUATION PROCESS**

- 1. Consultants will be evaluated for this project solely on the basis of the information submitted in response to the Request for Proposals. The MQC will use a two-step evaluation process to identify the Best Qualified responder.
 - a. Step I. Respondents must demonstrate that they satisfy the mandatory qualification and contracting criteria and project requirements by submitting the information specified in this RFP. All Responses will be screened for compliance with the mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.
 - b. Step II. Respondents will be evaluated on the basis of the technical and project performance information they submitted. Step II will result in point awards in the following categories. The point values shown are the
 - c. Maximums associated with each category:

1. Consultant Experience	40 points
2. Project Approach	10 Points
3. Capability, Capacity and Availability	20 Points
4. Automated Debris Tracking and Reporting Systems (ADMS) Capabilities	10 Points
5. Other Supporting Information <ul style="list-style-type: none">• Resource availability, including all resources• Number of Contracts in Place	10 Points
6. Pricing	10 Points
TOTAL	100 Points

- d. The total points assigned for each proposal will be the basis for identifying and selecting the best qualified Respondent.
- e. Submission of a response to this RFP implies Respondent's acceptance of the evaluation technique and that subjective judgment must be made by MQC during the assigning of points.
- f. The MQC reserves the right to deny qualification to any Consultant that, in the opinion of the MQC, does not satisfy the Mandatory Pre-Qualification Criteria or is not capable of satisfying the Project Requirements. The MQC may, at its own discretion, waive defects, irregularities, or informalities in the pre-qualification process or in any response to the process that, in the MQC Contract Administrator's opinion, seems most advantageous to the MQC and in the best interest of the public.

3. **PRELIMINARY SPECIFICATIONS**

A. **GENERAL**

The following preliminary specifications have been developed by MQC for monitoring of disaster related debris and waste management operations carried out by the MQC's designated Debris Removal and Hauling Contractor. These Preliminary Specifications will be used in negotiating final specifications for the project once a Consultant has been selected.

B. **LOADING SITE MONITORING SERVICES**

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from MQC. The following minimum conditions apply:
 - a. Contractor shall, within 48 hours, be prepared to provide qualified on-site personnel to monitor debris removal operations at debris loading sites located throughout MQC. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per

week. Exact number and location of loading sites will be determined by Debris Coordinators in coordination with the debris removal Contractor.

- b. The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection **and** Global Position Satellite (GPS) coordinates to be valid. The volume of debris hauled will be estimated at the TDMS by the Disposal Site Monitor. Load Tickets will be provided by the contractor and must uniquely identify the specific jurisdiction being serviced (for example AD, CAR, COP, FB label before the ticket number). Each monitor will be fully accountable for all Load Tickets issued to him/her.
- c. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within MQC.
- d. Contractor must be prepared to provide Loading Site Monitors per site per day at a minimum of a 12-14 hour shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- e. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.

- f. All Loading Site Monitors must have experience in at least one of the following:
 - Entry level engineer
 - Solid waste site operations
 - Construction inspector
 - Land clearing operations
 - Entry level surveyor
 - Solid waste collections
 - Previous similar monitoring or inspection experience
- g. Supervisors and all identified Loading Site Monitors may be required to attend a debris monitor training to be conducted at a location specified by the Debris Coordinators before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the MQC.
- h. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

C. TDMS/DISPOSAL SITE MONITORING SERVICES

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from MQC. The following minimum conditions apply:
 - a. The Debris Disposal Site Monitors are to complete the load ticket and estimate volumes that have been transported to TDMS or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.
 - b. Contractor shall provide a minimum of two Disposal Site Monitors per TDMS or disposal site per day for a minimum of a 12-14 hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.
 - c. Contractor shall provide Disposal Site Monitors with transportation to and from the TDMS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic

support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

- d. Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.
- e. Monitors must be a minimum of 18 years of age and have a valid driver's license issued in the United States.
- f. Monitors must have experience in at least one of the following job categories:
 - Entry-level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - Previous similar monitoring or inspection experience
- g. Supervisors and all identified Disposal Site Monitors may attend a debris monitor training to be conducted at a location specified by the Debris Coordinators before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the MQC.

D. ROVING DEBRIS MONITOR SERVICES

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from MQC. The following minimum conditions apply:
 - a. The function of the Roving Debris Monitors is to verify that:
 - 1) All eligible debris is being removed from designated public rights-of-way and public property within designated debris zones in MQC.
 - 2) Ineligible debris is not being picked up.
 - 3) Debris Removal and Hauling contractors are performing their assigned work in a manner consistent with the terms of their Agreement with the MQC.
 - b. Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from

designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the MQC's established work schedule for the debris management contractor.

- c. Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- d. All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- e. All monitors must have experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - Previous similar monitoring or inspection experience
- f. Supervisors and all identified Roving Debris Monitors may attend a debris monitor training to be conducted at a location specified by the Debris Coordinators before the start of the first shift. Training will be the responsibility of the Consultant and must be approved by the MQC.
- g. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
- h. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

E. DEBRIS MANAGEMENT CONSULTING SERVICES

- 1. The Contractor shall provide an experienced professional (Consultant) to assist the MQC in overseeing the debris management operations, including but not limited to clearing, loading, hauling, reduction, TDMS/landfill operations, and other related activities. The Consultant must have broad debris removal operations management experience, including experience with debris removal operations,

oversight of temporary debris storage and reduction sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.

2. The Consultant will work directly with the MQC's Debris Coordinators or as otherwise directed by those officials. The Consultant shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
3. The Consultant shall be available on site at the Debris Management Center for a minimum of two weeks following mobilization. The Debris Coordinators will establish the service requirements and length of time those services are needed based on needs of the MQC.
4. At its convenience, the MQC may or may not require additional consulting services with respect to solicitation for debris management hauling services. These include but not limited to scope of work, FEMA legal requirements, evaluation and recommendation.

F. OPERATIONAL REQUIREMENTS

1. The Contractor will oversee documentation of the equipment and other resources provided by the MQC's debris management contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
 - Assign a unique number to each truck, trailer or other piece of equipment.
 - Photograph each piece of equipment.
 - Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity.
 - Identify the owner/operator of the equipment.
 - Ensure that each piece of equipment is clearly labeled on both sides with: the name of the prime contractor and, if appropriate, the subcontractor; the owner or /operator, as appropriate, the

- equipment number assigned; and, for trucks and trailers, the full load capacity as calculated
 - Document all results in a searchable digital data base.
 - Provide for continuous monitoring and updating as equipment is placed into or removed from service.
 - Provide daily reports to the MQC Debris Coordinators on the types and numbers of equipment in use.
2. The Contractor will assist the MQC in managing a Load Ticket Program to document the volume of debris loaded and transported to a TDMS or landfill site. Each load of eligible debris shall be tracked using a multi part load ticket system, electronic preferred. Process must abide by all State and FEMA regulations to assure for maximum reimbursement opportunity for the contracting entity.
3. Operational Requirements of Roving Debris Monitor(s)
- The Roving Debris Monitors will provide general oversight of debris management removal and disposal operations by the MQC's debris management contractor.
 - The Roving Debris Monitors will be the "eyes and ears" in the field for the Debris Coordinators.
 - Therefore, their observations and reports must be backed up with photographs and video wherever necessary to demonstrate the contractor's performance.
 - The Roving Debris Monitors are expected to make multiple visits to all loading sites and
 - TDMS/landfill sites on a continuing although random basis.

G. REPORTING

1. The Loading Site Monitors shall also maintain a log that contains the following information:
- a. Debris loading site location
 - b. Loading Site Monitors' Name
 - c. Supervisor's Name
 - d. Number of Load Tickets issued during the shift
 - e. Starting load ticket number ____
 - f. Ending load ticket number ____
 - g. Any problems encountered or anticipated
2. Each Loading Site Monitor shall submit his/her copies of the load tickets and the load ticket log to the

designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the MQC's Debris Coordinators.

3. Each Disposal Site Monitor will maintain a log that contains the following information:
 - a. TDMS or landfill site location
 - b. Debris Management Site Monitors' Name
 - c. Supervisor's Name
 - d. Truck/trailer number and volume of debris hauled into the site
 - e. Cumulative total of debris delivered at the site during the shift
 - f. Any problems encountered or anticipated
4. Each Disposal Site Monitor will turn in his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the MQC's Debris Coordinators.
5. Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep Debris Coordinators informed of situations that impact the execution of the debris removal contract.
6. The supervisor will collect all written reports and submit them to the Debris Coordinators by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the MQC's Debris Coordinators.

H. SAFETY

1. The Contractor shall follow and adhere to all appropriate Federal, state and local occupational health and safety requirements and guidelines.
2. The Contractor shall prepare the appropriate Site/Workplace Safety Plans required by current OSHA, Texas or other applicable agency rules, hold appropriate safety training sessions for assigned monitor workforces, and ensure that all personnel engaged in work under the agreement observe the specified safety procedures.
3. All Contractor personnel shall properly wear and maintain all appropriate safety equipment whenever engaged in work under the monitoring agreement. The following are mandatory: hardhat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

I. OTHER CONSIDERATIONS

1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
2. The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.
3. The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The MQC's Debris Coordinators shall be immediately advise of any such violation or notice of violation and the corrective actions being taken.

4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on MQC by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
5. The Contractor must attend all meetings required by the Debris Coordinators to evaluate the performance of all monitors or to discuss any open contract issues.
6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

J. REGULATION 41 C.F.R PARK 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; payoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any

subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

L. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency of the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

M. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The following provides a contract clause concerning compliance for contracts of amounts in excess of \$150,000.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (3) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

N. SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. BYRD ANYTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

[REDACTED]

Signature of Contractor's Authorized Official

[REDACTED]

Name and Title of Contractor's Authorized Official


Date

P. PROCUREMENT OF RECOVERED MATERIALS

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
 - (B) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Q. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States,

- or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

R. COMPLIANCE WITH REFERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives. See Standard Form 424D, ¶ 19; Chapter IV, ¶ 10.b.v; Appendix C, ¶ 3.

S. NO OBLIGATION BY FEDERAL GOVERNMENT

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. PROGRAM GRAUDE AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS

The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

U. ESCALATION

Price re-determination shall only be considered by the MQC 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.: Insurance Coverage rates, etc.). MQC reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the MQC.

V. TEXAS HOUSE BILL 89

Texas House Bill 89 that went into effect on 9-1-17 forbids Texas government entities from contracting with any company that excludes or boycotts Israel. Also, Senate Bill 252 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If your company falls into either of these new state laws, please disclose this in your bid response and provide details of which law your company falls under. Also, the vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. If you do not disclose this with your bid proposal, the city will assume you will comply with this requirement. If you need to provide the city any detail regarding these new laws, please attach details as needed. Please sign below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law.

W. INCLUSION

The MQC, its member municipalities, contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veterans' status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with MQC shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and business.

X. FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in MQC's RFP process. The Purchasing Department will provide additional clarification of specifications, assistance with Proposal Response Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The MQC recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

North Central Texas
Regional Certification
Agency 624 Six Flags
Drive, Suite 100
Arlington, TX 76011
(817) 640-0606

_____ Minority-Owned Business Enterprise
 _____ Women-Owned Business Enterprise
 _____ Disadvantaged Business Enterprise

VENDOR REFERENCES

Please list five (5) references, other than MQC, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for MQC to determine your firm's ability to provide the intended goods or service of this bid. The MQC prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

DO NOT LIST MQC AS A REFERENCE

II REFERENCE ONE 11

GOVERNMENT/COMPANYNAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____ TELEPHONE
NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

I REFERENCE TWO I

GOVERNMENT/COMPANYNAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____ TELEPHONE
NUMBER: _____

E-MAIL ADDRESS : _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

I _____
GOVERNMENT/COMPANYNAME: _____
__ ADDRESS: _____
CONTACTPERSONANDTITLE: _____ TELEPHONE
NUMBER: _____
E-MAIL ADDRESS : _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE FOUR

I _____
GOVERNMENT/COMPANYNAME : _____
ADDRESS: _____
CONTACTPERSONANDTITLE: _____ TELEPHONE
NUMBER: _____
E-MAILADDRESS: _____
SCOPEOFWORK: _____
CONTRACT PERIOD: _____ REFERENCE FIVE

GOVERNMENT/COMPANYNAME: _____
ADDRESS: _____
CONTACTPERSONANDTITLE: _____ TELEPHONE
NUMBER: _____
E-MAIL ADDRESS : _____
SCOPEOFWORK: _____
CONTRACT PERIOD: _____

ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) USB VERSION OF THIS PAGE MUST BE RETURNED WITH
PROPOSAL

PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of MQC after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the Respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of MQC, and that the contents of this proposal have not been communicated to any other Respondent or to any employee of MQC prior to the official opening of this RFP.

Vendor hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. *Failure to sign and return this form will result in the rejection of the entire proposal.*

Signature _____ **X**
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

Date _____

Name _____

Title _____

FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.

ORIGINAL WITH ORIGINAL SIGNATURE, THREE (3) COPIES & ONE (1) USB MUST BE RETURNED WITH PROPOSAL



Did you sign your proposal
and/or your addendum?

If not, your proposal
will be rejected

COMPANY IS:

Business included in a Corporate Income Tax Return? **__YES __NO**

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the Respondent will notify the MQC Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature _____ **X**

THIS FORM MUST BE SIGNED.

ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) USB VERSION OF THIS PAGE MUST BE RETURNED WITH PROPOSAL

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as outlined in this Request for Proposals and Qualifications. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFP. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense to MQC.

[illegible]

SAFETY RECORD QUESTIONNAIRE

The MQCs Governing Bodies desire to avail themselves of the benefits of Section 252.0435 of the Texas Local Government Code, and thereby consider the safety records of potential contractors prior to awarding this RFP. Pursuant to Section 252.0435 of the Local Government Code, MQC has adopted the following written definition and criteria for accurately determining the safety record of a Respondent prior to award of this RFP.

The definition and criteria for determining the safety record of a Respondent for this consideration shall be:

If the Respondent in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Respondent for serious violations of OSHA regulations within the past three (3) years, MQC will, at its discretion, determine whether to disqualify the Respondent.

If the Respondent in response to the questions in this Questionnaire reveals more than one (1) case in which Respondent has received a citation from an environmental protection agency for violations within the past five (5) years, MQC will, at its discretion, determine whether to disqualify the Respondent. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (d) (1), (2) and (3).

If the Respondent in response to the questions in this Questionnaire reveals that the Respondent has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, MQC will determine whether to disqualify the Respondent.

SAFETY RECORD QUESTIONNAIRE

In order to obtain proper information from Respondents so that MQC may consider the safety records of potential contractors prior to awarding bids on MQC contracts, MQC requires that Respondents answer the following three (3) questions and submit them with their proposals:

QUESTION ONE

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

☐

Yes

☐

No

If the Respondent has indicated Yes for question number one above, the Respondent must provide MQC, with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION TWO

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (d) (1), (2) and (3).

☐

Yes

☐

No

If the Respondent has indicated Yes for question number two above, the Respondent must provide MQC, with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION THREE

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

☐

Yes

☐

No

If the Respondent has indicated Yes for question number three above, the Respondent must provide MQC, with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

Title

ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD

Pursuant to Sections 252.0435 of the Texas Local Government Code, the MQC shall consider the environmental compliance/safety record of the Respondents and may determine at its reasonable discretion the disqualification of any Respondent which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

☐ Yes

☐ No

If the Respondent has indicated Yes for question number one above, the Respondent must provide MQC, with its proposal response, the following information with respect to each such citation.

1. Date of Citation;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

Title

PROPOSAL PRICE FORM

Description	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1. Project Manager	280	Hourly Rate	\$_____	\$_____
2. Operations Manager	130	Hourly Rate	\$_____	\$_____
3. Scheduler/expeditors	30	Hourly Rate	\$_____	\$_____
4. GIS Analyst	12.5	Hourly Rate	\$_____	\$_____
5. Field Supervisors	400	Hourly Rate	\$_____	\$_____
6. Debris Site/Tower Monitor	680	Hourly Rate	\$_____	\$_____
7. Environmental Specialist	8	Hourly Rate	\$_____	\$_____
8. Project Inspectors (Citizen Drop-off Site Monitors)	224	Hourly Rate	\$_____	\$_____
9. Field Coordinators (Crew Monitors)	4000	Hourly Rate	\$_____	\$_____
10. Load Ticket Data Entry Clerks (QA/QC)	260	Hourly Rate	\$_____	\$_____
11. Billing/Invoice Analyst	70	Hourly Rate	\$_____	\$_____
12. Project Coordinators	240	Hourly Rate	\$_____	\$_____
13. Residential Monitors	0	Hourly Rate	\$_____	\$_____

PROPOSAL PRICE FORM

14. Automated Ticketing Specialist	400	Hourly Rate	\$ _____	\$ _____
15. Aerial Photographer	1	Hourly Rate	\$ _____	\$ _____
16. Other Required Positions			\$ _____	\$ _____
a. _____	_____	_____	\$ _____	\$ _____
b. _____	_____	_____	\$ _____	\$ _____
c. _____	_____	_____	\$ _____	\$ _____
17. Data Manager	40	Hourly Rate	\$ _____	\$ _____
18. Safety Manager	4	Hourly Rate	\$ _____	\$ _____
19. FEMA Specialist		Hourly Rate	\$ _____	\$ _____
20. Admin Assistant		Hourly Rate	\$ _____	\$ _____
21. Other Fees		Hourly Rate	\$ _____	\$ _____
a. _____	_____	_____	\$ _____	\$ _____
b. _____	_____	_____	\$ _____	\$ _____
c. _____	_____	_____	\$ _____	\$ _____

CONTRACT FOR SERVICES

BACKGROUND

This contract for services is between Addison, Carrollton, Coppell, Farmers Branch ("MQC") and _____ ("PROVIDER") for the provision of The MQC Councils find that this contract serves a public purpose and serves the public welfare of the citizens of MQC.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER will perform Disaster Debris Removal, Reduction, Disposal and other Emergency Debris Related Services, in MQC. These services will include, but are not limited to:

- 1.1 Coordinating and mobilizing and appropriate number of cleanup crews, as *determined by the MQC Debris Coordinators.*
- 1.2 Clearing and removing any and all "Eligible" debris as most currently defined by Public Assistance grant program guidelines, Federal Emergency Manage Agency (FEMA) Publication 321; Public Assistance Policy Digest, FEMA Publication 322; Public Assistance Guide, FEMA Publication 323; Public Assistance Applicant Handbook, FEMA Publication 325; Debris Management Guide; all applicable state and federal Disaster Specific Guidance (DSG) documents; FEMA fact sheets and policies; and as directed by the MQC Debris Coordinators.
- 1.3 Emergency Road Clearance
- 1.4 ROW Vegetative Debris Removal
- 1.5 ROW C&D Debris Removal
- 1.6 Demolition, Removal, Transport and Disposal of Non-RACM Structures
- 1.7 Demolition, Removal, Transport and Disposal of RACM Structures
- 1.8 DMS(s) Management, Operations and Reduction through Grinding

- 1.9 TDMS(s) Management, Operations and Reduction through Air Curtain Incinerators
- 1.10 TDMS(s) Management, Operations and Reduction through Controlled Opening Burning
- 1.11 Haul-Out of Reduced Debris to a MQC Approved Final Disposal Site
- 1.12 Removal of Hazardous Leaning Trees and Hanging Limbs
- 1.13 Removal of Hazardous Stumps
- 1.14 Sand, Silt, and Debris Removal from Detention/Retention Structures
- 1.15 Household Hazardous Waste Removal Transport and Disposal
- 1.16 ROW White Goods Debris Removal
- 1.17 Dead Animal Carcasses
- 1.18 Other Debris Removal

2. TERM

This contract begins on _____ and concludes on _____

3. COST

The MQC will pay no more than \$ _____ pursuant to this contract. MQC will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

- 3.1 PROVIDER will bill for services performed in accord with this contract;
- 3.2. PROVIDER will send a/an (monthly, if applicable) invoice to MQC, (list department, street address, city, state and zip code.);
- 3.3. PROVIDER's invoice will detail the services provided; (Address any additional rates/costs involving reports, materials, etc., and the number of such items, etc.)
- 3.4. PROVIDER's invoice may include travel expenses if transportation is required to fulfill contract obligations. Travel expense reimbursement will not exceed \$ **OR** travel must be preapproved. Any travel reimbursement must include receipts. Reimbursement will be made at the following rate(s):
 - 3.4.a. Per Diem Rate: (use MQC rate)
 - 3.4.b. Airfare: (preapproval may be needed)
 - 3.4.c. Mileage: (current MQC mileage rate)(Address each travel reimbursement that is pertinent to the contract (per diem, mileage, vehicle rental, airfare, etc. If no travel is included, state "No travel expenses are included in this contract." or "It is understood that any expenses not specifically mentioned in this contract will not be reimbursed."))

4. FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the MQC against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER's performance of this contract.

5. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. MQC will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the MQC. MQC and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the MQC. This contract does not entitle MQC to any benefit, privilege or other amenities of employment with the PROVIDER.

6. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

7. THIRD PARTY BENEFICIARY EXCLUDED

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

8. MISCELLANEOUS

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this contract. Venue for any action regarding this contract must be in the district courts of MQC, Texas.

9. TERMINATION

Either party may terminate this contract by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2 Providing, in the written notice, the date of termination;
- 9.3 Sending the written notice by certified mail, return receipt requested to the party at its address.

10. **PARTIES ADDRESSES**

MQC:
Head of Dept.
MQC Department Street
Address
City/ State/ Zip

PROVIDER:
Name --
Vendor Name (if
applicable) Street
Address City/State/Zip

APPROVED on this day the _____ Day of _____ 20__, by

Commissioners Court Order No. _____

MQC
STATE OF TEXAS

PROVIDER

City Manager

Authorized Signature